



462161

**TITLE SEARCH REPORT
FOR
KOKOMO DUMP SITE
KOKOMO, HOWARD COUNTY, INDIANA**

NPL STATUS: NON-NPL

Prepared for:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
Enforcement and Compliance Assurance Branch
Region 5
77 West Jackson Boulevard
Chicago, Illinois 60604-3507

Prepared by:

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1. INTRODUCTION

The United States Environmental Protection Agency (U.S. EPA) Region V requested that Weston Solutions, Inc. (WESTON®) perform title search activities for the Kokomo Dump Site (the Site). The title search included two parcels located at 1130 South Dixon Road, Parcel ID 34-09-02-101-010.000-002 (Parcel 1) and 1114 South Dixon Road, Parcel ID 34-09-02-101-009.000-002 (Parcel 2), Kokomo, Howard County, Indiana. The objective of this title search is to compile a property chain-of-title from 1920 to the present and to summarize the information into a final title search report.

1.1 METHODOLOGY

The U.S. EPA Enforcement Specialist, Ms. Sally Jansen, provided the research objectives for this assignment and directions regarding the information to be developed. Title documents were collected by Guaranty Title Insurance Company of Chicago, Illinois. Information regarding the condition of title for the property is described in Section 3.

1.2 LEGAL DESCRIPTIONS

The land referred to herein below is situated in the County of Howard, State of Indiana, and is described as follows (A-1):

Parcel 1

Part of the Northwest Quarter of Section 2, Township 23 North, Range 3 East, described as follows: Beginning at a point 864.56 feet South of the Northwest corner of said Northwest Quarter and running thence East 943.21 feet; thence South 37 degrees, 10 minutes West a distance of 580.36 feet; thence West 434 feet; thence North 50 feet; thence East 25 feet; thence North 130 feet; thence West 175 feet; thence North 282.49 feet to the point of beginning, containing 7.42 acres.

Excepting so much of the following described real estate of record in Book 244, Page 1371: Part of the Northwest Quarter of Section 2, Township 23 North, Range 3 East, and more specifically described as follows: Commencing at the Southwest corner of the Northwest Quarter of Section 2, Township 23 North, Range 3 East marked by a stone; thence North on and along the West section line of said section, 1302 feet to a point marked by an iron pin; thence East perpendicular to said West section line 150 feet to the point of beginning marked by an iron pin; thence East perpendicular to said West section line 434 feet to a

point on the West right-of-way line of the Norfolk and Western Railroad marked by an iron pin; thence North parallel to said West section line, 295 feet; thence West perpendicular to said West section line, 60 feet; thence North parallel to said West section line, 10 feet; thence West perpendicular to said West section line 349 feet to a point marked by an iron pin; thence South parallel to said West section line, 255 feet to a point marked by an iron pin; thence West perpendicular to said West section line 25 feet; thence South parallel to said West section line, 50 feet to the point of beginning. The above-described plat contains 2.88 acres, subject to drainage easements.

Surveyor's note: The recorded legal description of the above described plat is as follows: beginning at a point 964.56 feet South; thence East 175 feet; thence South 55.49 feet from the Northwest corner of said Northwest Quarter, said point being the point of beginning, and running thence South 255 feet; thence West 25 feet; thence South 50 feet; thence East 434 feet; thence North 305 feet; thence West 409 feet to the point of beginning, containing 2.89 acres, more or less. The Northwest corner of this Section has been obliterated by the construction of a new bridge; therefore, no accurate measurement could be made from this point South to the above plat. Thus, it was necessary to start from the Southwest corner of the Northwest Quarter, where a stone has been located and is marked. In discussions with the County Surveyor, the West section line was established by using the center line of the newly constructed bridge. Also, right angles were used to lay out the above plat since this more nearly coincided with the existing property lines and railroad right-of-ways. A shed is encroaching upon this property, which is located near the Southwest corner of the property.

Commonly known as 1130 South Dixon Road, Kokomo, Indiana

Property Identification Number: 34-09-02-101-010.000-002

Parcel 2

TRACT I:

Part of the Northwest Quarter of Section 2, Township 23 North, Range 3 East, City of Kokomo, Center Township, Howard County, Indiana, described as follows, to-wit: Beginning at a point 611.2 feet South and 175.0 feet East of the Northwest Corner of said Northwest Quarter, thence South 60.0 feet parallel with the West line of said Northwest Quarter thence East 150.0 feet, thence North 60.0 feet, thence West 150.0 feet to the point of beginning, containing 0.207 acres, more or less.

ALSO:

Part of the Northwest Quarter of Section 2, Township 23 North, Range 3 East, City of Kokomo, Center Township, Howard County, described as follows to-wit: Beginning at a point 595.25 feet South of the Northwest corner of the Northwest Quarter of said Section; thence South 16 feet, thence East 325 feet; thence North

16 feet; thence West 325 feet to the point of beginning, containing 0.12 acre, more or less.

EXCEPTING THEREFROM:

The East 25 feet of the West 50 feet of the following described real estate: Part of the Northwest Quarter of Section 2, Township 23 North, Range 3 East, described as follows: Beginning at a point 595.25 feet South of the Northwest corner of the Northwest Quarter of said Section; thence South 16 feet; thence East 325 feet; thence North 16 feet; thence West 325 feet to the point of beginning, containing 0.12 acres, more or less. Said East 25 feet of said West 50 feet contains 0.009 acres, more or less, and lies east of and adjoining to the existing east boundary of Dixon Road.

TRACT II:

Part of the Northwest Quarter of Section 2, Township 23 North, Range 3 East, City of Kokomo, Center Township, Howard County, Indiana, described as follows, to-wit: Beginning at a point 671.25 feet South of the Northwest corner of the Northwest Quarter of Section 2, thence East a distance of 175.0 feet to a point; thence South a distance of 240.0 feet to a point; thence West a distance of 175.0 feet to a point; thence North a distance of 240.0 feet to the point of beginning, containing 0.96 acre more or less.

EXCEPTING THEREFROM:

Part of the Northwest Quarter of Section 2, Township 23 North, Range 3 East, City of Kokomo, Center Township, City of Kokomo, Howard County, Indiana, described as follows, to-wit: Beginning at a point 864.56 feet South of the Northwest corner of said Northwest Quarter; thence East 943.21 feet; thence South 37 degrees, 10 minutes West a distance of 580.36 feet; thence West 434 feet; thence North 50.0 feet; thence East 25.0 feet; thence North 130.0 feet, thence West 175.0 feet; thence North 282.49 feet to the point of beginning, containing 7.42 acres more or less.

TRACT III:

Part of the Northwest Quarter of Section 2, Township 23 North, Range 3 East, City of Kokomo, Center Township, Howard County, Indiana, described as follows, to-wit: Beginning at the Northwest corner of the Northwest Quarter of said Section; thence North 88 degrees, 45 minutes East a distance of 562.7 feet; thence South 45 degrees, 55 minutes, 30 seconds West a distance of 156.1 feet; thence South 16 degrees, 20 minutes West a distance of 286.0 feet; thence South 42 degrees, 10 minutes East a distance of 187.2 feet; thence North 60 degrees, 15 minutes East a distance of 364.0 feet; thence North 85 degrees, 00 minutes East a distance of 239.2 feet; thence South 82 degrees, 00 minutes East a distance of 268.3 feet to the West right of way line of the Nickel Plate Railroad; thence South 37 degrees, 10 minutes West upon and along said right of way line a distance of 30.3 feet; thence South 52 degrees, 50 minutes East a distance of 10.0 feet; thence South 37 degrees, 10 minutes West a distance of 613.64 feet, to the North line of the 7.42 acre tract deeded to the City of Kokomo as shown in Deed Record 227, page 822; thence West 768.21 feet; thence North 193.31 feet, thence East 150 feet,

thence North 60 feet; thence West 325.0 feet to the West line of said Northwest Quarter; thence North upon and along said West line a distance of 611.25 feet to the point of beginning.

EXCEPTING THEREFROM:

Part of the Northwest Quarter of Section 2, Township 23 North, Range 3 East, City of Kokomo, Center Township, Howard County, Indiana described, as follows, to-wit: Beginning at a point 595.25 feet South of the Northwest corner of the Northwest Quarter of said Section; thence South 16 feet; thence East 325 feet; thence North 16 feet; thence West 325 feet to the point of beginning, said exception containing 0.12 acre.

ALSO, EXCEPTING THEREFROM:

A part of the Northwest Quarter of Section 2, Township 23 North, Range 3 East, City of Kokomo, Center Township, Howard County, Indiana, described as follows, to-wit: Beginning at the Northwest corner of the Northwest Quarter of Section 2; thence North 88 degrees 45 minutes East 562.7 feet; thence South 45 degrees 55 minutes 30 seconds West 156.1 feet; thence South 16 degrees, 20 minutes West 286.0 feet; thence South 42 degrees, 10 minutes East 187.2 feet; thence South 63 degrees, 19 minutes, 34 seconds West 190.98 feet; thence West 325.0 feet to the West line of said Section 2; thence North, on and along said West line 595.25 feet to the point of beginning.

ALSO EXCEPTING THEREFROM:

A part of the Northwest Quarter of Section 2, Township 23 North, Range 3 East, Howard County, Indiana, described as follows: Commencing at the northwest corner of said section; thence South 0 degrees 38 minutes 29 seconds West 864.56 feet along the west line of said section to the southwest corner of the owners' land; thence South 89 degrees 24 minutes 10 seconds East 25.00 feet along the south line of the owners' land to the east boundary of Dixon Road and the point of beginning of this description; thence North 0 degrees 38 minutes 29 seconds East 193.31 feet along the boundary of said Dixon Road to the north line of the owners' land; thence South 89 degrees 24 minutes 10 seconds East 25.00 feet along said north line; thence South 0 degrees 38 minutes 29 seconds West 193.31 feet to the south line of the owner's land; thence North 89 degrees 24 minutes 10 seconds West 25.00 feet along said north line to the point of beginning and containing 0.111 acres, more or less.

TRACT IV:

Lots Numbered Thirteen (13) and Fourteen (14) in Champagne Shores, Section One (1), Harrison Township, Howard County, Indiana, as shown in Recorder's Plat Book 9 page 433.

RECITAL: That Vernon Graves and Vernon L. Graves are one (1) and the same person.

RECITAL: That Shirley F. Graves and Shirley F. Graves are one (1) and the same person.

Being a part of that same property conveyed to Vernon Graves and Shirley F. Graves, husband and wife, recorded on 05/05/1976 as instrument number 240,

Page 1125, of record in the Office of the Recorder for Howard County, Indiana. Being that same property further conveyed to Vernon L. Graves, initial trustee of the Vernon L. Graves Revocable Living Trust, dated December 20, 2007 by Quit-Claim Deed dated December 20, 2007 and recorded 10/02/2009 as instrument number 09-340-17037, of record in the Office of the Recorder aforesaid.

Commonly known as 1114 South Dixon Road, Kokomo, Indiana

Parcel Number 34-09-02-101-009.000-002

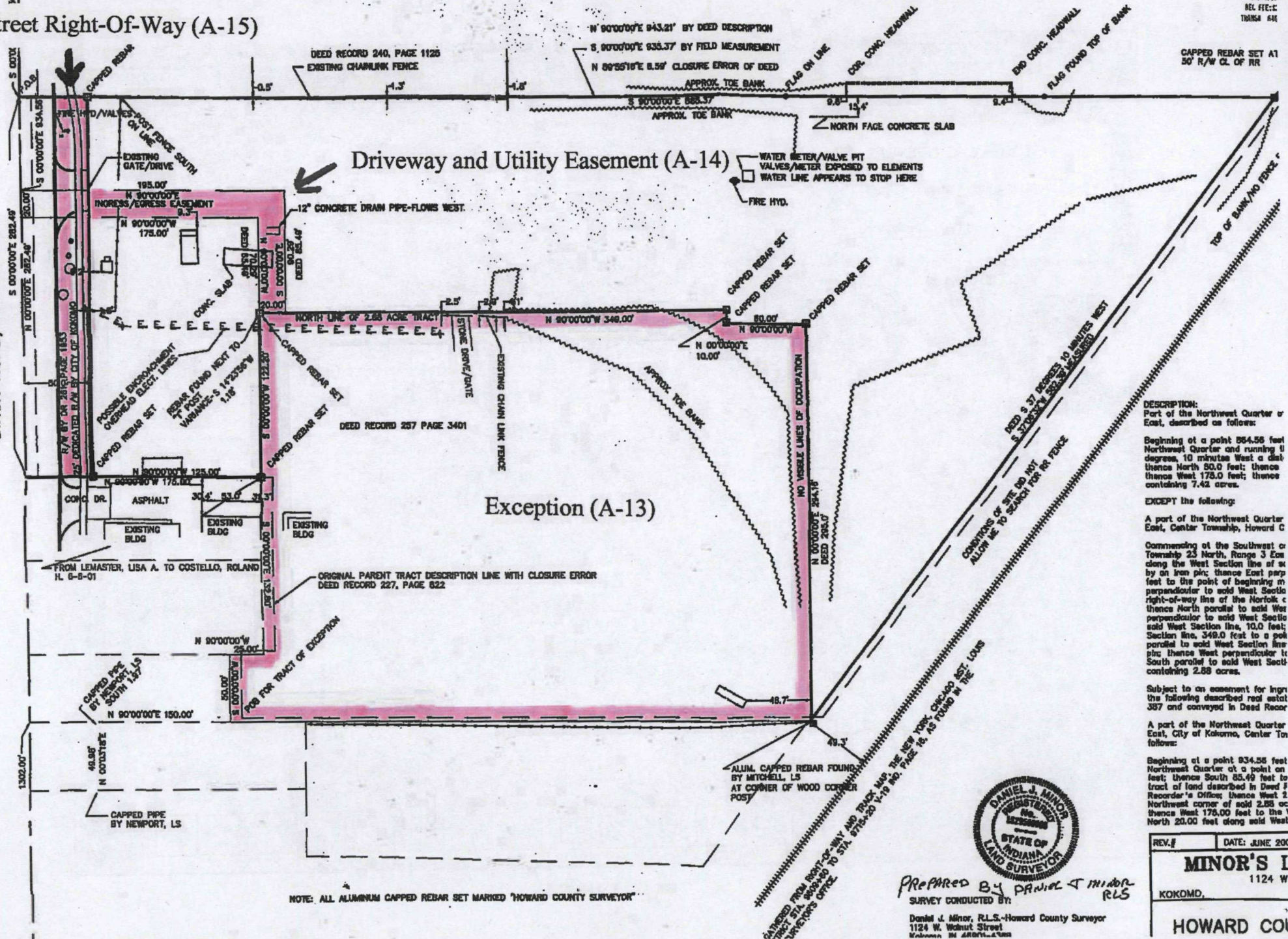
A parcel map is included as Figure 1, and an excerpt from a 2009 survey showing Exception, Right-of-Way, and Easement is included as Figure 2.

Figure 1



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DIXON ROAD/SECTION LINE



DESCRIPTION:
Port of the Northwest Quarter or
East, described as follows:

Beginning at a point 554.55 feet
Northwest Quarter and running 11
degrees, 10 minutes West a dis-
tance North 50.0 feet; thence

EXCEPT the following:

A part of the Northwest Quarter
East, Center Township, Howard C.

Commencing at the Southwest or Township 23 North, Range 3 East along the West Section line of S 34 on an iron pin; thence East 1/4 mile to the point of beginning; perpendicular to said West Section line; thence North parallel to said West Section line 10.0 feet; Section line, 349.0 feet to a point parallel to said West Section line; thence West perpendicular to South parallel to said West Section line containing 2.88 acres.

Subject to an easement for ingress and egress over the following described real estate owned by the City of St. Louis, Missouri, to and from the above described property, as shown on the plat of subdivision recorded in the St. Louis County Record Book 10, page 100, and conveyed in Deed Record

A part of the Northwest Quarter East, City of Kakama, Center Town follows:

Beginning at a point 834.55 feet Northwest Quarter at a point on feet; thence South 85.49 feet to tract of land described in Deed F Recorder's Office; thence West 2 Northwest corner of said 2.88 thence West 178.00 feet to the North 20.00 feet along said West

REV.#	DATE: JUNE 200
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2. CURRENT SITE OWNERSHIP INFORMATION

The City of Kokomo, Indiana, is the owner of record of Parcel 1, the property at 1130 South Dixon Road, parcel ID 34-09-02-101-010.000-002, which is tax exempt (A-1).

The Vernon L. Graves Revocable Living Trust, dated December 20, 2007, is the owner of record of Parcel 2, the property at 1114 South Dixon Road, Parcel ID 34-09-02-101-009.000-002. The first installment of the 2011 taxes, payable in 2012, is paid in the amount of \$2,111.88. The second installment of the 2011 taxes, payable in 2012, is unpaid in the amount of \$2,143.95 (A-1).

3. TITLE NARRATIVE

Parcels 1 and 2 (combined chain of title up to 1951)

Prior to December 4, 1919, the Site property, including parcels 1 and 2, was owned by Linden J. Newby and Laura L. Newby, husband and wife. On December 4, 1919, Linden J. Newby and Laura L. Newby, husband and wife, conveyed the property to Albert F. Blossey and Ola G. Blossey, husband and wife, through a Warranty Deed (A-2).

On January 10, 1920, Albert F. Blossey and Ola G. Blossey, husband and wife, conveyed the property to Como Chemical Company through a Warranty Deed (A-3).

On October 31, 1927, Como Chemical Company, through its receiver, Kent H Blacklidge, conveyed the property to Central Chemical Corporation, through a Receiver's Deed (A-4).

On February 27, 1932, Central Chemical Corporation conveyed the property to the trustees of the Central Chemical Corporation, through a Warranty Deed (A-5).

On the same day, the trustees of Central Chemical Corporation conveyed the property to Kalbfleisch Corporation through a Warranty Deed (A-6).

On December 8, 1941, American Cyanamid & Chemical Corporation (formerly known as Kalbfleisch Corporation) conveyed the property to Vassil W. Cross and Arch B. Watkins through a Warranty Deed (A-7).

On February 13, 1948, Arch B. Watkins and Merle Watkins, husband and wife, and Vassil W. Cross and Margaret Cross, husband and wife, conveyed the property to Standard Packing Company, Inc., through a Warranty Deed (A-8).

On November 20, 1948, Standard Packing Company, Inc., conveyed the property to Arch B. Watkins through a Warranty Deed (A-9).

November 19, 1949, Arch B. Watkins and Merle Watkins, husband and wife, conveyed the property to Edward R. Wilderman and Candys L. Wilderman, husband and wife, through a Warranty Deed (A-10).

On April 23, 1951, Edward R. Wilderman and Candys L. Wilderman, husband and wife, conveyed the property to Edward Graves and Melba C. Graves, husband and wife, through a Warranty Deed (A-11).

Parcel 1

On April 1, 1963, Edward Graves and Melba C. Graves, husband and wife, conveyed a 7.42 acre portion of the property to the City of Kokomo, Indiana, through a Warranty Deed (A-12).

On July 14, 1980, the City of Kokomo, Indiana, conveyed a 2.88 acre portion of the property included in the exception described in Section 1.2 to Booth Broadcasting Company through a Warranty Deed (A-13) (See Figure 2).

On December 19, 1983, the City of Kokomo, Indiana, granted a Driveway and Utility Easement to the Site property to Booth Broadcasting Company (A-14) (See Figure 2).

On June 10, 1996, Resolution No. 1996-2, designating a public street right-of-way on city-owned property, was adopted by the Board of Public Works and Safety of the City of Kokomo, Indiana (A-15) (See Figure 2).

On June 15, 2009, Daniel J. Minor, Registered Land Surveyor, submitted to his clients, Howard County Recycling and Howard County Commissioners, a retracement survey, dated June 2009, which he conducted to correct errors in the April 1, 1963, Warranty Deed (A-16).

Parcel 2

On April 12, 1976, Edward Graves and Melba C. Graves, husband and wife, conveyed a portion of the property to Vernon Graves and Shirley F. Graves, husband and wife, through a Warranty Deed (A-17).

On February 13, 1978, Vernon Graves and Shirley F. Graves, husband and wife, granted an option to purchase a portion of the property to Ace Quality Movers, Inc., through a Real Estate Option Agreement (A-18).

On June 27, 1978, Ace Quality Movers, Inc. assigned and transferred the option to purchase a portion of the property to American Red Ball Transit Company, Inc., through an Assignment of Option (A-19).

On September 3, 1980, Vernon L. Graves and Shirley F. Graves, husband and wife, conveyed a portion of the property to American Red Ball Transit Company, Inc. through a Warranty Deed (A-20).

On September 3, 1980, Vernon L. Graves and Shirley F. Graves, husband and wife, were issued a Satisfaction of Mortgage certificate by First Federal Savings & Loan Association of Kokomo (A-21).

On July 10, 1986, Vernon L. Graves and Shirley F. Graves, husband and wife, and Graves Westside Auto Parts, Inc. entered a Contract for Sale of Real Estate with Steven L. Dillon and Beth A. Dillon, husband and wife, for the property and additional property (A-22).

On January 8, 1998, Steven L. Dillon and Beth A. Dillon, husband and wife, conveyed the property and additional property to Vernon L. Graves and Shirley F. Graves, husband and wife, through a Warranty Deed (A-23).

On December 20, 2007, Vernon L. Graves and Shirley F. Graves, husband and wife, conveyed the property to the Vernon L. Graves Revocable Living Trust, dated December 20, 2007 through a Quit-Claim Deed (A-24).

On December 22, 2010, the Vernon L. Graves Revocable Living Trust, dated December 20, 2007 was issued a Release of Mortgage certificate by Community First Bank of Indiana (A-25).

APPENDIX A TITLE REFERENCES

TITLE REFERENCES

Parcels 1 and 2

- A-1 Tract Search Report; Prepared by Guaranty National Title Company; received June 18, 2012
- A-2 Warranty Deed. Linden J. Newby and Laura L. Newby, husband and wife, Grantors; Albert F. Blosssey and Ola G. Blosssey, husband and wife, Grantees; dated December 4, 1919; recorded December 6, 1919
- A-3 Warranty Deed. Albert F. Blosssey and Ola G. Blosssey, husband and wife, Grantors; Como Chemical Company, Grantee; dated January 10, 1920; recorded January 13, 1920
- A-4 Receiver's Deed. Kent H. Blacklidge, Receiver of Como Chemical Company, Grantor; Central Chemical Corporation, Grantee; dated October 31, 1927; recorded October 31, 1927
- A-5 Warranty Deed. Central Chemical Corporation, Grantor; Benjamin Mills and Robert L. Tudor, Trustees, Central Chemical Corporation, Grantees; dated February 27, 1932; recorded February 29, 1932
- A-6 Warranty Deed. Benjamin Mills and Robert L. Tudor, Trustees, Central Chemical Corporation, Grantors; Kalbfleisch Corporation, Grantee; dated February 27, 1932; recorded February 29, 1932
- A-7 Warranty Deed. American Cyanamid & Chemical Corporation (formerly known as Kalbfleisch Corporation), Grantor; Vassil W. Cross and Arch B. Watkins, Grantees; dated December 8, 1941; recorded December 19, 1941
- A-8 Warranty Deed. Arch B. Watkins and Merle Watkins, husband and wife, and Vassil W. Cross and Margaret Cross, husband and wife, Grantors; Standard Packing Company, Inc., Grantee; dated February 13, 1948; recorded April 1, 1948
- A-9 Warranty Deed. Standard Packing Company, Inc., Grantor; Arch B. Watkins, Grantee; dated November 20, 1948; recorded January 20, 1949
- A-10 Warranty Deed. Arch B. Watkins and Merle Watkins, husband and wife, Grantors; Edward R. Wilderman and Candys L. Wilderman, husband and wife, Grantees; dated November 19, 1949; recorded November 19, 1949
- A-11 Warranty Deed. Edward R. Wilderman and Candys L. Wilderman, husband and wife, Grantors; Edward Graves and Melba C. Graves, husband and wife, Grantees; dated April 23, 1951; recorded April 23, 1951

Parcel 1

- A-12 Warranty Deed. Edward Graves and Melba C. Graves, husband and wife, Grantors; The City of Kokomo, Indiana, Grantee; dated April 1, 1963; recorded April 2, 1963
- A-13 Warranty Deed. City of Kokomo, Grantor; Booth Broadcasting Company, Grantee; dated July 14, 1980; recorded July 16, 1980
- A-14 Driveway and Utility Easement. City of Kokomo, Indiana, Grantor; Booth Broadcasting Company, Grantee; dated December 19, 1983; recorded February 17, 1984
- A-15 A Resolution Designating Street Right-of-Way on City Owned Property; dated June 10, 1996; recorded June 25, 1996
- A-16 Survey; dated June 15, 2009; recorded June 18, 2009

Parcel 2

- A-17 Warranty Deed. Edward Graves and Melba C. Graves, husband and wife, Grantors; Vernon Graves and Shirley F. Graves, husband and wife, Grantees; dated April 12, 1976; recorded May 5, 1976
- A-18 Real Estate Option Agreement. Vernon Graves and Shirley F. Graves, husband and wife, Sellers; Ace Quality Movers, Inc., Buyer; dated February 13, 1978; recorded February 21, 1978; expiration June 30, 1978
- A-19 Assignment of Option. Ace Quality Movers, Inc., Assignor; American Red Ball Transit Company, Inc., Assignee; dated June 27, 1978; recorded August 20, 1980
- A-20 Warranty Deed. Vernon L. Graves and Shirley F. Graves, husband and wife, Grantors; American Red Ball Transit Company, Inc., Grantee; dated September 3, 1980; recorded September 3, 1980
- A-21 Satisfaction of Mortgage. Vernon L. Graves and Shirley F. Graves, husband and wife, Mortgagors; First Federal Savings & Loan Association of Kokomo, Mortgagee; dated September 3, 1980; recorded September 3, 1980
- A-22 Contract for Sale of Real Estate. Vernon L. Graves and Shirley F. Graves, husband and wife, and Graves Westside Auto Parts, Inc., Sellers; Steven L. Dillon and Beth A. Dillon, husband and wife, Buyers; dated July 10, 1986; recorded March 30, 1990
- A-23 Warranty Deed. Steven L. Dillon and Beth A. Dillon, husband and wife, Grantors; Vernon L. Graves and Shirley F. Graves, husband and wife, Grantees; dated January 8, 1998; recorded January 22, 1998
- A-24 Quit-Claim Deed. Vernon L. Graves and Shirley F. Graves, husband and wife, Grantors; Vernon L. Graves, Initial Trustee of the Vernon L. Graves Revocable Living Trust, Grantee; dated December 20, 2007; recorded October 2, 2009

A-25 Release of Mortgage. Vernon L. Graves Revocable Living Trust dated December 20, 2007, Mortgagor; Community First Bank of Indiana, Mortgagee; dated December 22, 2010; recorded December 28, 2010

ATTACHMENT A
ABSTRACT OF TITLE

ABSTRACT OF TITLE - PARCELS 1 AND 2

Document Type	Grantor	Grantee	Document Date	Recording Date	Signatories	Ref.
Tract Search Report Title No. 11-0538	N/A	N/A	6/18/2012	N/A	Guaranty National Title Company	A-1
Warranty Deed Record No. 146 Page 150	Linden J. Newby and Laura L. Newby, husband and wife	Albert F. Blossey and Ola G. Blossey, husband and wife	12/4/1919	12/6/1919	Linden J. and Laura L. Newby	A-2
Warranty Deed Record No. 146 Page No. 402	Albert F. Blossey and Ola G. Blossey, husband and wife	Como Chemical Company	1/10/1920	1/13/1920	Albert S. and Ola G. Blossey	A-3
Receiver's Deed Record No. 164 Page No. 110	Kent H. Blacklidge, Receiver of Como Chemical Company	Central Chemical Corporation	10/31/1927	10/31/1927	Kent H. Blacklidge, Receiver of Como Chemical Company	A-4
Warranty Deed Record No. 169 Page No. 372	Central Chemical Corporation	Benjamin Mills and Robert L. Tudor, Trustees, Central Chemical Corporation	2/27/1932	2/29/1932	Benjamin Mills, President and Robert L. Tudor, Secretary	A-5
Warranty Deed Record No. 169 Page No. 372-373	Benjamin Mills and Robert L. Tudor, Trustees, Central Chemical Corporation	Kalbfleisch Corporation	2/27/1932	2/29/1932	Benjamin Mills, President and Robert L. Tudor, Secretary	A-6
Warranty Deed Record No. 183 Page No. 5-6	American Cyanamid & Chemical Corporation (formerly known as Kalbfleisch Corporation)	Vassil W. Cross and Arch B. Watkins	12/8/1941	12/19/1941	J.F. Fredricksson, Vice President	A-7
Warranty Deed Record No. 197 Page No. 19	Arch B. Watkins and Merle Watkins, husband and wife, and Vassil W. Cross and Margaret Cross, husband and wife	Standard Packing Company, Inc.	2/13/1948	2/14/1948	Arch B. Watkins and Merle Watkins, husband and wife, and Vassil W. Cross and Margaret Cross, husband and wife	A-8

Document Type	Grantor	Grantee	Document Date	Recording Date	Signatories	Ref.
Warranty Deed Record No. 198 Page 407	Standard Packing Company, Inc.	Arch B. Watkins	11/20/1948	1/20/1949	Vassil W. Cross, Secretary Arch B. Watkins, President	A-9
Warranty Deed Record No. 199 Page 549	Arch B. Watkins and Merle Watkins, husband and wife	Edward R. Wilderman and Candys L. Wilderman, husband and wife	11/19/1949	11/19/1949	Arch B. Watkins Merle Watkins	A-10
Warranty Deed Record No. 201 Page 476	Edward R. Wilderman and Candys L. Wilderman, husband and wife	Edward Graves and Melba C. Graves, husband and wife	4/23/1951	4/23/1951	Edward R. Wilderman and Candys L. Wilderman	A-11

ABSTRACT OF TITLE - PARCEL 1

Document Type	Grantor	Grantee	Document Date	Recording Date	Signatories	Ref.
Warranty Deed Record No. 227 Page 822	Edward Graves and Melba C. Graves, husband and wife	The City of Kokomo, Indiana	4/1/1963	4/2/1963	Edward Graves and Melba C. Graves	A-12
Warranty Deed Record No. 244 Page No. 1371	City of Kokomo	Booth Broadcasting Company	7/14/1980	7/16/1980	Board of Works by: John T. Grimes, City Attorney Lawrence Lambert, City Engineer Bruce Kent Carter, City Controller	A-13
Driveway and Utility Easement Record No. 248 Page No. 387	City of Kokomo	Booth Broadcasting Company	12/19/1983	2/17/1984	Stephen J. Daily, Mayor, City of Kokomo Kokomo Board of Public Works and Safety by: Kenneth J. Ferries, President John R. Whitehart, Member Larry W. McKinley, Member	A-14
Resolution Designating Street Right-of-Way on City Owned Property - Transfer Station Record No. 261 Page 1953	N/A	N/A	6/10/1996	6/25/1996	City of Kokomo Board of Public Works and Safety by: Jeffrey S. Rudolph, President Ralph L. Baer, Member	A-15
Retracement Survey Doc. No. 09340101522	N/A	N/A	6/15/ 2009	6/18/2009	Daniel J. Minor, Registered Land Surveyor	A-16

ABSTRACT OF TITLE - PARCEL 2

Document Type	Grantor	Grantee	Document Date	Recording Date	Signatories	Ref.
Warranty Deed Record No. 240 Page 1125	Edward Graves and Melba C. Graves, husband and wife	Vernon Graves and Shirley F. Graves, husband and wife	4/12/1976	5/5/1976	Edward Graves Melba C. Graves	A-17
Real Estate Option Agreement Record No. 64 Page 77	Vernon Graves and Shirley F. Graves, husband and wife, Sellers	Ace Quality Movers, Inc., Buyer	2/13/1978	2/21/1978	Vernon L. Graves Shirley F. Graves	A-18
Assignment of Option Record No. 304 Page No. 1573	Ace Quality Movers, Inc., Assignor	American Red Ball Transit Company, Inc., Assignee	6/27/1978	8/20/1980	William H. Kirk, President	A-19
Warranty Deed Record No. 244 Page No. 1823	Vernon L. Graves and Shirley F. Graves, husband and wife	American Red Ball Transit Company, Inc.	9/3/1980	9/3/1980	Vernon L. Graves Shirley F. Graves	A-20
Satisfaction of Mortgage Record No. 304 Page 1678	First Federal Savings & Loan Association of Kokomo, Mortgagee	Vernon L. Graves and Shirley F. Graves, husband and wife, Mortgagors	9/3/1980	9/3/1980	Rober J. Heltzel, Executive Vice-President	A-21
Contract for Sale of Real Estate Record No. 78 Page 260	Vernon L. Graves and Shirley F. Graves, husband and wife, and Graves Westside Auto Parts, Inc., Sellers	Steven L. Dillon and Beth A. Dillon, husband and wife, Buyers	7/10/1986	3/30/1990	Vernon L. Graves Shirley F. Graves Vernon L. Graves, President	A-22
Warranty Deed Record No. 263 Page 0209	Steven L. Dillon and Beth A. Dillon, husband and wife	Vernon L. Graves and Shirley F. Graves, husband and wife	1/8/1998	1/22/1998	Steven L. Dillon Beth A. Dillon	A-23

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DCN: 1683-2A-ATVT

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Document Type	Grantor	Grantee	Document Date	Recording Date	Signatories	Ref.
Quit-Claim Deed Doc. No. 0934017037	Vernon L. Graves and Shirley F. Graves, husband and wife	Vernon L. Graves, Initial Trustee of the Vernon L. Graves Revocable Living Trust	12/20/2007	10/2/2009	Vernon L. Graves Shirley F. Graves	A-24
Release of Mortgage Doc. No. 1034022778	Community First Bank of Indiana, Mortgagee	Vernon L. Graves Revocable Living Trust, dated December 20, 2007, Mortgagor	12/22/2010	12/28/2010	Bob Hickman, Senior Vice President	A-25

ATTACHMENT B
TITLE REFERENCES A-1 THROUGH A-25

A-1

Guaranty National Title Company

SCHEDULE A

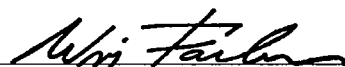
Title Officer: TRACT SEARCH
Escrow Officer: TRACT SEARCH
Escrow No.: 11-0538
Loan No.:

Title No.: 11-0538
Agent Order/File No.: 11-0538

1. Effective date: December 1, 2011
2. Policy or Policies to be issued: Policy Amount
 - (a) Owner's Policy (ALTA Own. Policy (06/17/06)) 0.00
Proposed Insured:
Not Applicable - Tract Search Only
 - (b) Loan Policy (ALTA Loan Policy (06/17/06)) 0.00
Proposed Insured:
Not Applicable - Tract Search Only
3. The estate or interest in the land described or referred to in this Commitment is:
FEE SIMPLE
4. Title to the FEE SIMPLE estate or interest in the land is at the Effective Date vested in:
THE CITY OF KOKOMO, INDIANA, AS TO PARCEL 1

VERNON L. GRAVES, INITIAL TRUSTEE OF THE VERNON L. GRAVES REVOCABLE LIVING TRUST,
DATED DECEMBER 20, 2007, AS TO PARCEL 2
5. The land referred to in this Commitment is described as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Guaranty National Title Company

By: 

Guaranty National Title Company
36 W. Randolph St., Suite 800
Chicago, IL 60601
(312)609-2700

Guaranty National Title Company

Title No.: 11-0538
Agent Order/File No.: 11-0538

LEGAL DESCRIPTION EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF HOWARD, STATE OF INDIANA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

PART OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 23 NORTH, RANGE 3 EAST, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 864.56 FEET SOUTH OF THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER AND RUNNING THENCE EAST 943.21 FEET; THENCE SOUTH 37 DEGREES, 10 MINUTES WEST A DISTANCE OF 580.36 FEET; THENCE WEST 434 FEET; THENCE NORTH 50.0 FEET; THENCE EAST 25.0 FEET; THENCE NORTH 130.0 FEET, THENCE WEST 175.0 FEET; THENCE NORTH 282.49 FEET TO THE POINT OF BEGINNING, CONTAINING 7.42 ACRES.

EXCEPTING SO MUCH OF THE FOLLOWING DESCRIBED REAL ESTATE OF RECORD IN BOOK 244, PAGE 1371:

THIS IS A PART OF THE NORTHWEST QUARTER (1/4) OF SECTION TWO (2), TOWNSHIP TWENTY-THREE (23) NORTH, RANGE THREE (3) EAST, AND MORE SPECIFICALLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (1/4) OF SECTION TWO (2), TOWNSHIP TWENTY-THREE (23) NORTH, RANGE THREE (3) EAST MARKED BY A STONE; THENCE NORTH ON AND ALONG THE WEST SECTION LINE OF SAID SECTION, ONE THOUSAND THREE HUNDRED TWO POINT ZERO (1302.0) FEET TO A POINT MARKED BY AN IRON PIN; THENCE EAST PERPENDICULAR TO SAID WEST SECTION LINE, ONE HUNDRED FIFTY POINT ZERO (150.0) FEET TO THE POINT OF BEGINNING MARKED BY AN IRON PIN; THENCE EAST PERPENDICULAR TO SAID WEST SECTION LINE, FOUR HUNDRED THIRTY-FOUR POINT ZERO (434.0) FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF THE NORFOLK AND WESTERN RAILROAD MARKED BY AN IRON PIN; THENCE NORTH PARALLEL TO SAID WEST SECTION LINE, TWO HUNDRED NINETY FIVE POINT ZERO (295.0) FEET; THENCE WEST PERPENDICULAR TO SAID WEST SECTION LINE, SIXTY POINT ZERO (60.0) FEET; THENCE NORTH PARALLEL TO SAID WEST SECTION LINE, TEN POINT ZERO (10.0) FEET; THENCE WEST PERPENDICULAR TO SAID WEST SECTION LINE, THREE HUNDRED FORTY-NINE POINT ZERO (349.0) FEET TO A POINT MARKED BY AN IRON PIN; THENCE SOUTH PARALLEL TO SAID WEST SECTION LINE, TWO HUNDRED FIFTY-FIVE POINT ZERO (255.0) FEET TO A POINT MARKED BY AN IRON PIN; THENCE WEST PERPENDICULAR TO SAID WEST SECTION LINE, TWENTY-FIVE POINT ZERO (25.0) FEET; THENCE SOUTH PARALLEL TO SAID WEST SECTION LINE, FIFTY POINT ZERO (50.0) FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PLAT CONTAINS TWO AND EIGHTY-EIGHT HUNDREDTHS (2.88) ACRES, SUBJECT TO DRAINAGE EASEMENTS.

SURVEYOR'S NOTE: THE RECORDED LEGAL DESCRIPTION OF THE ABOVE DESCRIBED PLAT IS AS FOLLOWS: BEGINNING AT A POINT NINE HUNDRED SIXTY-FOUR AND FIFTY-SIX HUNDREDTHS (964.56) FEET SOUTH; THENCE EAST ONE HUNDRED SEVENTY-FIVE POINT ZERO (175.0) FEET; THENCE SOUTH FIFTY-FIVE AND FORTY-NINE HUNDREDTHS (55.49) FEET FROM THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER (1/4) SAID POINT BEING THE POINT OF BEGINNING AND RUNNING THENCE SOUTH TWO HUNDRED FIFTY-FIVE POINT ZERO (255.0) FEET; THENCE WEST TWENTY-FIVE POINT ZERO (25.0) FEET; THENCE SOUTH FIFTY POINT ZERO (50.0) FEET; THENCE EAST FOUR HUNDRED THIRTY-FOUR POINT ZERO (434.0) FEET; THENCE NORTH THREE HUNDRED FIVE POINT ZERO (305.0) FEET; THENCE WEST FOUR HUNDRED NINE POINT ZERO (409.0) FEET TO THE POINT OF

Guaranty National Title Company

Title No.: 11-0538
Agent Order/File No.: 11-0538

LEGAL DESCRIPTION

(Continued)

BEGINNING CONTAINING TWO AND EIGHTY-NINE HUNDREDTHS (2.89) ACRES MORE OR LESS. THE NORTHWEST CORNER OF THIS SECTION HAS BEEN OBLITERATED BY THE CONSTRUCTION OF A NEW BRIDGE. THEREFORE, NO ACCURATE MEASUREMENT COULD BE MADE FROM THIS POINT SOUTH TO THE ABOVE PLAT. THUS, IT WAS NECESSARY TO START FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (1/4) WHERE A STONE HAS BEEN LOCATED AND IS MARKED. IN DISCUSSIONS WITH THE COUNTY SURVEYOR, THE WEST SECTION LINE WAS ESTABLISHED BY USING THE CENTER LINE OF THE NEWLY CONSTRUCTED BRIDGE. ALSO, RIGHT ANGLES WERE USED TO LAY OUT THE ABOVE PLAT SINCE THIS MORE NEARLY COINCIDED WITH THE EXISTING PROPERTY LINES AND RAILROAD RIGHT-OF-WAYS. A SHED IS ENCROACHING UPON THIS PROPERTY WHICH IS LOCATED NEAR THE SOUTHWEST CORNER OF THE PROPERTY.

Being the same property conveyed to The City of Kokomo, Indiana, by deed dated 04/01/1963 and recorded 04/02/1963, of record in Deed Book 227, Page 822, in the Office of the Recorder of Howard County, Indiana.

FOR INFORMATIONAL PURPOSES ONLY, THIS PROPERTY IS COMMONLY KNOWN AS: 1130 S Dixon Rd. Kokomo, Indiana 46902

STATE NO: 34-09-02-101-010.000-002

PARCEL 2:

TRACT I:

PART OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 23 NORTH, RANGE 3 EAST, CITY OF KOKOMO, CENTER TOWNSHIP, HOWARD COUNTY, INDIANA, DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT 611.2 FEET SOUTH AND 175.0 FEET EAST OF THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER, THENCE SOUTH 60.0 FEET PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER THENCE EAST 150.0 FEET, THENCE NORTH 60.0 FEET, THENCE WEST 150.0 FEET TO THE POINT OF BEGINNING, CONTAINING 0.207 ACRES, MORE OR LESS.

ALSO:

PART OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 23 NORTH, RANGE 3 EAST, CITY OF KOKOMO, CENTER TOWNSHIP, HOWARD COUNTY, DESCRIBED AS FOLLOWS TO-WIT: BEGINNING AT A POINT 595.25 FEET SOUTH OF THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 16 FEET, THENCE EAST 325 FEET; THENCE NORTH 16 FEET; THENCE WEST 325 FEET TO THE POINT OF BEGINNING, CONTAINING 0.12 ACRE, MORE OR LESS.

EXCEPTING THEREFROM:

THE EAST 25 FEET OF THE WEST 50 FEET OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 23 NORTH, RANGE 3 EAST, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 595.25 FEET SOUTH OF THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 16 FEET; THENCE EAST 325 FEET; THENCE NORTH 16 FEET; THENCE WEST 325 FEET TO THE POINT OF BEGINNING, CONTAINING 0.12 ACRES, MORE OR

Guaranty National Title Company

Title No.: 11-0538
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LEGAL DESCRIPTION (Continued)

LESS.

SAID EAST 25 FEET OF SAID WEST 50 FEET CONTAINS 0.009 ACRES, MORE OR LESS, AND LIES EAST OF AND ADJOINING TO THE EXISTING EAST BOUNDARY OF DIXON ROAD.

TRACT II:

PART OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 23 NORTH, RANGE 3 EAST, CITY OF KOKOMO, CENTER TOWNSHIP, HOWARD COUNTY, INDIANA, DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT 671.25 FEET SOUTH OF THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION

2, THENCE EAST A DISTANCE OF 175.0 FEET TO A POINT; THENCE SOUTH A DISTANCE OF 240.0 FEET TO A POINT; THENCE WEST A DISTANCE OF 175.0 FEET TO A POINT; THENCE NORTH A DISTANCE OF 240.0 FEET TO THE POINT OF BEGINNING, CONTAINING 0.96 ACRE MORE OR LESS.

EXCEPTING THEREFROM:

PART OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 23 NORTH, RANGE 3 EAST, CITY OF KOKOMO, CENTER TOWNSHIP, CITY OF KOKOMO, HOWARD COUNTY, INDIANA, DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT A POINT 864.56 FEET SOUTH OF THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE EAST 943.21 FEET; THENCE SOUTH 37 DEGREES, 10 MINUTES WEST A DISTANCE OF 580.36 FEET; THENCE WEST 434 FEET; THENCE NORTH 50.0 FEET; THENCE EAST 25.0 FEET; THENCE NORTH 130.0 FEET, THENCE WEST 175.0 FEET; THENCE NORTH 282.49 FEET TO THE POINT OF BEGINNING, CONTAINING 7.42 ACRES MORE OR LESS.

TRACT III:

PART OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 23 NORTH, RANGE 3 EAST, CITY OF KOKOMO, CENTER TOWNSHIP, HOWARD COUNTY, INDIANA, DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE NORTH 88 DEGREES, 45 MINUTES EAST A DISTANCE OF 562.7 FEET; THENCE SOUTH 45 DEGREES, 55 MINUTES, 30 SECONDS WEST A DISTANCE OF 156.1 FEET; THENCE SOUTH 16 DEGREES, 20 MINUTES WEST A DISTANCE OF 286.0 FEET; THENCE SOUTH 42 DEGREES, 10 MINUTES EAST A DISTANCE OF 187.2 FEET; THENCE NORTH 60 DEGREES, 15 MINUTES EAST A DISTANCE OF 364.0 FEET; THENCE NORTH 85 DEGREES, 00 MINUTES EAST A DISTANCE OF 239.2 FEET; THENCE SOUTH 82 DEGREES, 00 MINUTES EAST A DISTANCE OF 268.3 FEET TO THE WEST RIGHT OF WAY LINE OF THE NICKEL PLATE RAILROAD; THENCE SOUTH 37 DEGREES, 10 MINUTES WEST UPON AND ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 30.3 FEET; THENCE SOUTH 52 DEGREES, 50 MINUTES EAST A DISTANCE OF 10.0 FEET; THENCE SOUTH 37 DEGREES, 10 MINUTES WEST A DISTANCE OF 613.64 FEET, TO THE NORTH LINE OF THE 7.42 ACRE TRACT DEEDED TO THE CITY OF KOKOMO AS SHOWN IN DEED RECORD 227, PAGE 822; THENCE WEST 768.21 FEET; THENCE NORTH 193.31 FEET, THENCE EAST 150 FEET, THENCE NORTH 60 FEET; THENCE WEST 325.0 FEET TO THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE NORTH UPON AND ALONG SAID WEST LINE A DISTANCE OF 611.25 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM:

PART OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 23 NORTH, RANGE 3 EAST, CITY OF KOKOMO, CENTER TOWNSHIP, HOWARD COUNTY, INDIANA DESCRIBED, AS FOLLOWS, TO-WIT:

Guaranty National Title Company

Title No.: 11-0538
Agent Order/File No.: 11-0538

LEGAL DESCRIPTION

(Continued)

BEGINNING AT A POINT 595.25 FEET SOUTH OF THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 16 FEET; THENCE EAST 325 FEET; THENCE NORTH 16 FEET; THENCE WEST 325 FEET TO THE POINT OF BEGINNING, SAID EXCEPTION CONTAINING 0.12 ACRE.

ALSO, EXCEPTING THEREFROM:

A PART OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 23 NORTH, RANGE 3 EAST, CITY OF KOKOMO, CENTER TOWNSHIP, HOWARD COUNTY, INDIANA, DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 2; THENCE NORTH 88 DEGREES 45 MINUTES EAST 562.7 FEET; THENCE SOUTH 45 DEGREES 55 MINUTES 30 SECONDS WEST 156.1 FEET; THENCE SOUTH 16 DEGREES, 20 MINUTES WEST 286.0 FEET; THENCE SOUTH 42 DEGREES, 10 MINUTES EAST 187.2 FEET; THENCE SOUTH 63 DEGREES, 19 MINUTES, 34 SECONDS WEST 190.98 FEET; THENCE WEST 325.0 FEET TO THE WEST LINE OF SAID SECTION 2; THENCE NORTH, ON AND ALONG SAID WEST LINE 595.25 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM:

A PART OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 23 NORTH, RANGE 3 EAST, HOWARD COUNTY, INDIANA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION; THENCE SOUTH 0 DEGREES 38 MINUTES 29 SECONDS WEST 864.56 FEET ALONG THE WEST LINE OF SAID SECTION TO THE SOUTHWEST CORNER OF THE OWNERS' LAND; THENCE SOUTH 89 DEGREES 24 MINUTES 10 SECONDS EAST 25.00 FEET ALONG THE SOUTH LINE OF THE OWNERS' LAND TO THE EAST BOUNDARY OF DIXON ROAD AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 0 DEGREES 38 MINUTES 29 SECONDS EAST 193.31 FEET ALONG THE BOUNDARY OF SAID DIXON ROAD TO THE NORTH LINE OF THE OWNERS' LAND; THENCE SOUTH 89 DEGREES 24 MINUTES 10 SECONDS EAST 25.00 FEET ALONG SAID NORTH LINE; THENCE SOUTH 0 DEGREES 38 MINUTES 29 SECONDS WEST 193.31 FEET TO THE SOUTH LINE OF THE OWNER'S LAND; THENCE NORTH 89 DEGREES 24 MINUTES 10 SECONDS WEST 25.00 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING AND CONTAINING 0.111 ACRES, MORE OR LESS.

TRACT IV:

LOTS NUMBERED THIRTEEN (13) AND FOURTEEN (14) IN CHAMPAGNE SHORES, SECTION ONE (1), HARRISON TOWNSHIP, HOWARD COUNTY, INDIANA, AS SHOWN IN RECORDER'S PLAT BOOK 9, PAGE 433. RECITAL: THAT VERNON GRAVES AND VERNON L. GRAVES ARE ONE (I) AND THE SAME PERSON. RECITAL: THAT SHIRLEY GRAVES AND SHIRLEY F. GRAVES ARE ONE (I) AND THE SAME PERSON. BEING A PART OF THAT SAME PROPERTY CONVEYED TO VERNON GRAVES AND SHIRLEY GRAVES, HUSBAND AND WIFE, RECORDED ON 05/05/1976 AS INSTRUMENT NUMBER 240, PAGE 1125, OF RECORD IN THE OFFICE OF THE RECORDER FOR HOWARD COUNTY, INDIANA.

BEING THAT SAME PROPERTY FURTHER CONVEYED TO VERNON L. GRAVES, INITIAL TRUSTEE OF THE VERNON L. GRAVES REVOCABLE LIVING TRUST, DATED December 20, 2007 BY QUITCLAIM DEED DATED VERNON L. GRAVES AND SHIRLEY F. GRAVES, HUSBAND AND WIFE AND RECORDED 10/02/2009 AS INSTRUMENT NUMBER 09-340-17037, OF RECORD IN THE OFFICE OF THE RECORDER AFORESAID.

PARCEL #: 34-09-02-101-009-0000.002

FOR INFORMATIONAL PURPOSES ONLY THIS PROPERTY IS COMMONLY KNOWN AS: 1114 S DIXON RD., KOKOMO, INDIANA 46902

Guaranty National Title Company

Title No.: 11-0538
Agent Order/File No.: 11-0538

SCHEDULE B - SECTION II

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the company:

1. THE SEARCH OF PARCEL 1 COVERS THE TIME PERIOD JANUARY 1, 1960 THROUGH DECEMBER 1, 2011.
2. THE SEARCH OF PARCEL 2 COVERS THE TIME PERIOD JANUARY 1, 1920 THROUGH MAY 15, 2012.
3. GENERAL REAL ESTATE TAXES FOR THE YEAR(S) 2011 SECOND INSTALLMENT, 2012 AND SUBSEQUENT YEARS.
PARCEL IDENTIFICATION NUMBER: 34-09-02-101-010.000-002 (AFFECTS PARCEL 1)

The city is exempt from paying a yearly county tax bill.

2010 payable 2011 Ditch Maintenance taxes have been paid in the amount of \$20.00.

Assessment: \$0.00

4. GENERAL REAL ESTATE TAXES FOR THE YEAR(S) 2011 SECOND INSTALLMENT, 2012 AND SUBSEQUENT YEARS.
PARCEL IDENTIFICATION NUMBER: 34-09-02-101-0009.000-002 (AFFECTS PARCEL 2)

First installment of the 2011 payable 2012 State, County and School taxes for Howard County are PAID in the amount of \$2,111.88.

Second installment of the 2011 taxes payable 2012 State, County and School Taxes for Howard County are UNPAID in the amount of \$2,111.88 each. Tax Due Dated: 05/10/12 PAID) AND 11/12/12 (UNPAID)

First installment of the 2011 payable 2012 Kitty Run installment tax was PAID in the amount of \$20.00. There is not a second installment.

First installment of the 2011 payable 2012 Kitty Run RECON installment tax was PAID in the amount of \$32.08.

Second installment of the 2011 payable 2012 Kitty Run RECON installment tax is UNPAID in the amount of \$32.07.

Tax Due Date: 05/10/2012

5. We find no open Mortgages of record. (Affects all)
6. Survey of record as Instrument Number 0934010522, in the office of the Clerk aforesaid. (Affects Parcel 1)
7. Right of Way easement of record in Book 261, Page 1953, in the office of the Clerk aforesaid. (Affects Parcel 1)

Guaranty National Title Company

Title No.: 11-0538

Agent Order/File No.: 11-0538

SCHEDULE B - SECTION II

EXCEPTIONS

(Continued)

8. Driveway and Utility easement of record in Book 248, Page 387, in the office of the Clerk aforesaid. (Affects Parcel 1)
9. Subject to all terms of record in Real Estate contract dated 03/30/90 and recorded in Book 78, Page 260. (Affects Parcel 2)
10. Subject to all terms of Real Estate Option Agreement of recorded on 02/21/1978 and recorded in Book 64 and Page 77. Assignment dated 08/20/1980 and of recorded in Book 304, Page 1573. (Affects Parcel 2)
11. Any lease, grant, exception or reservation of minerals or mineral rights appearing in the public records. (Affects all)
12. Any acreage or square footage indicated in the legal description, and/or the address shown on Schedule A, is solely for the purpose of identifying said tract of land and shall not be construed as insuring the quantity of land, and/or the address as set forth in the description of the property. (Affects all)
13. NOTE: WE HAVE NOT EXAMINED THE DOCUMENTATION LISTED FOR LEGAL SUFFICIENCY AND THIS REPORT IS SUBJECT TO A COMPLETE TITLE SEARCH AND EXAMINATION.

NOTE: THIS REPORT DOES NOT INCLUDE A SEARCH FOR EASEMENTS AND RESTRICTIONS OF RECORD, SPECIAL ASSESSMENTS AND UTILITIES OR MATTERS NOT DISCLOSED IN THE PUBLIC RECORDS.

THIS REPORT DOES NOT REPRESENT A DETAILED EXAMINATION OF EACH INSTRUMENT OR AN OPINION AS TO THE TITLE TO THE ABOVE DESCRIBED PREMISES. THE CHAIN OF TITLE HAS BEEN SEARCHED ONLY SINCE THE LAST APPARENT CONVEYANCE OF A FULL OWNERSHIP INTEREST. TITLE HAS NOT BEEN SEARCHED OR EXAMINED PRIOR TO SAID CONVEYANCE. MATTERS AFFECTING TITLE OF AN ADVERSE NATURE MAY EXIST BUT NOT BE DISCLOSED BY OUR LIMITED SEARCH. THIS REPORT IS COMPILED FROM THE PUBLIC RECORDS OF THE APPROPRIATE OFFICES, IN WHICH THE PROPERTY HEREIN DESCRIBED IS LOCATED, AND ASSUMES NO LIABILITIES FOR FACTS SHOWN IN DETAIL HEREIN, AND IS NOT TO BE USED AS TITLE EVIDENCE IN LIEU OF TITLE INSURANCE BINDER AND/OR POLICY.

THE INFORMATION INCLUDED IN THIS REPORT IS BASED SOLELY ON THE TRACT RECORDS OF SAID COUNTY. THIS REPORT IS NOT TO BE CONSTRUED IN ANY MANNER AS BEING A GUARANTEE OF TITLE TO THE AFOREMENTIONED PROPERTY, AND OUR LIABILITY SHALL NOT EXCEED THE AMOUNT OF THE INVOICE. THIS IS NOT A COMMITMENT FOR TITLE INSURANCE.

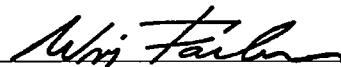
Guaranty National Title Company

Title No.: 11-0538
Agent Order/File No.: 11-0538

SCHEDULE B - SECTION II
EXCEPTIONS
(Continued)

Guaranty National Title Company

By: _____



Guaranty National Title Company
36 W. Randolph St., Suite 800
Chicago, IL 60601
(312)609-2700

December 5, 2011
1:04 PM

Real Property Maintenance Report

Real PM. Report

Page 1 of 2

Howard
2010 Pay 2011

Owner: City Of Kokomo
Owner Party: City Of Kokomo
Address: 100 S Union St Kokomo, IN 46901 USA
Location Address: S Dixon Rd Kokomo, IN 46902

QQSec: QSec: NW Sec: 2 Township: 23
Range: 3 Acres: 4.54 Block: Plat:
Sub Sec: Lot: Sub Lot: Sub Division:

Location Description:

Legal Description: PT NW COR NW4 2-23-3 4.54 AC

Assessments:			
Homestead Land	0	Homestead Improv	0
NonHomestead Land	0	NonHomestead Improv	0
Long Term Care Land	0	Long Term Care Improv	0
Agricultural Land	0		
Non-res Land	0	Non-res Improv	0
		Total Assessed:	0
		Net Assessed:	0

Surplus Payment: 0.00 Appr. Date: 7/4/1776
Over Payment: 0.00 Equal. Factor: 0
Advance Payment: 0.00 Annual Adj Factor 0

Charges:

Tax Set/Unit	Charge Type	Total Charge	Balance Due
CITY OF KOKOMO	1st Installment Tax	0.00	0.00
	2nd Installment Tax	0.00	0.00
KITTY RUN	1st Installment Tax	20.00	0.00
	2nd Installment Tax	0.00	0.00
		20.00	0.00

Property Number: 34-09-02-101-010.000-002
Property Type: Real
Map Number:
Tax Set: 002-CITY OF KOKOMO
Property Class: 640 Exempt Municipality
Zoning Type:
Use Type:
Bankruptcy Code:
Tax Sale:
Neighborhood:
No. Of Households: 0

Swampy: False
Sewer: False
Waterfront: False
Water: False
Electricity: False
Flood Hazard: False

TIF District:
Base AV: 0
Base Res AV: 0
Incremental AV: 0

Routing #:
Under Appeal Value:

Tax Rate: 03.2100
OldCEDIT: 00.0000
OldCOIT: 00.0000
LOIT Rapi All Prop: 00.0000
LOIT Qual Res RC: 00.0000
LOIT Homestead: 35.5706
CB Homestead: 01.0000
CB Res LTC Ag: 02.0000
CB Non HS and Pers: 03.0000
CB Over65: 102.0000

Deductions:

Deduction Type	Deduction Amount	Over Written Flag
Govt Exempt	0	No

Property Number: 34-09-02-101-010.000-002

Real PM. Report

Owner Party: City Of Kokomo

Page 2 of 2

Specials:

Unit/Descr	Type	Valuation Type	Tax Set	Basis
D1060 - KITTY RUN	DitchMnt	Benefited Acres	D1060-KITTY RUN	20.00*

*Indicates overwritten amount

Transfers:

Transfer Date, Type, & Status	From Property Number	To DeededOwner & Address	To Legal Description	Instrument Date & Type	Recorded Date, Book & Page	To Value of Land & Improvements
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Party Types:

Party Type	Party Name	Address	Email Address	Phone Number
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May 29, 2012
9:56 AM

Real Property Maintenance Report

Real PM. Report

Page 1 of 2

Howard
2011 Pay 2012

Owner: Graves, Vernon L Rev Liv Trust dtd 12/20/2007 & Trustee
Owner Party: Graves, Vernon L
Address: 4510 Lakeshore Dr Kokomo, IN 46901 USA
Location Address: 1114 S Dixon Rd Kokomo, IN 46902

QQSec: QSec: NW Sec: 2 Township: 23
Range: 3 Acres: 9.76 Block: Plat:
Sub Sec: Lot: Sub Lot: Sub Division:

Location Description:

Legal Description: PT NW4 2-23-3 9.76 AC NET BY SURVEY

Assessments:			
Homestead Land	0	Homestead Improv	0
NonHomestead Land	0	NonHomestead Improv	47,800
Commerical Apt Land	0	Commercial Apt Improv	0
Long Term Care Land	0	Long Term Care Improv	0
Agricultural Land	0	Mobile Home Land	0
Non-res Land	109,800	Non-res Improv	0
Total Assessed:		157,600	
Net Assessed:		157,600	

Surplus Payment: 0.00 Appr. Date: 1/1/1900
Over Payment: 0.00 Equal. Factor: 0
Advance Payment: 0.00 Annual Adj Factor: 0

Charges:

Tax Set/Unit	Charge Type	Total Charge	Balance Due
CITY OF KOKOMO	1st Installment Tax	2,111.88	0.00
	2nd Installment Tax	2,111.88	2,111.88
KITTY RUN	1st Installment Tax	20.00	0.00
	2nd Installment Tax	0.00	0.00
KITTY RUN RECON	1st Installment Tax	32.08	0.00
	2nd Installment Tax	32.07	32.07
		4,307.91	2,143.95

Property Number: 34-09-02-101-009.000-002

Property Type: Real

Map Number:

Tax Set: 002-CITY OF KOKOMO

Property Class: 499 Commercial Other structure

Zoning Type: Swampy False

Use Type: Sewer: False

Bankruptcy Code: Waterfront: False

Tax Sale: Water: False

Neighborhood: Electricity: False

No. Of Households: 0 Flood Hazard: False

TIF District:

Base AV: 0

Base Res AV: 0 Routing #:

Incremental AV: 0 Under Appeal Value:

Tax Rate: 02.9761

OldCEDIT: 00.0000 LOIT Homestead: 38.0184

OldCOIT: 00.0000 CB Homestead: 01.0000

LOIT Repl All Prop: 00.0000 CB Res LTC Ag: 02.0000

LOIT Qual Res RC: 00.0000 CB Non HS and Pers: 03.0000

CB Over65: 102.0000

Deductions:

Deduction Type	Deduction Amount	Over Written Flag
	0	

01/10/10
01/10/10

A-2

Dec. 4th, 1919-----\$6500.00-----Dec. 6th, 1919. ✓

LINDEN J. NEWBY & WIFE) THIS INDENTURE WITNESSETH: That Linden J. Newby and
TO) Laura L. Newby, his wife, of Howard County, in the
ALBERT F. BLOSSEY & WIFE.) State of Indiana, for the consideration of Six Thou-
sand Five Hundred (\$6500.00) Dollars, do hereby CONVEY
AND WARRANT To Albert F. Blosssey and Ola G. Blosssey, husband and wife, of Howard
County, in the State of Indiana, the following described real estate located in
Howard County, in the State of Indiana, to-wit:-

A part of the Northwest Quarter of Section two (2), Township twenty-three (23)
North, Range three (3) East, described as follows:-

Beginning at the northwest corner of said Quarter Section and running thence
East thirtyfive and fourteen hundredths (35.14) rods to low water mark on the North
bank of Wild Cat Creek, thence following the meanderings of said Creek up stream
along the North side on low water mark to a point where said Creek is crossed by
the center of the Toledo, St. Louis & Western Railroad track, thence along the
center line of said Railroad track in a Southwesterly direction to a point where
said track intersects the west line of said section, thence North on the West line
of said Section to the place of beginning, containing twenty-nine and fourteen
hundredths (29.14) acres, more or less, except the Railroad right of way.

Subject to a mortgage for \$2,000.00 covering the real estate described which
mortgage the grantees assume and agree to pay...

Subject also to a lease executed in October, 1918, by the grantor to the
Kokomo Stone Company granting a right of way to the Stone Company aforesaid over
this tract of real estate for the purpose of getting in and out to a place
for storing dynamite. Said lease also gives the right to store dynamite in
accordance with the laws of the State of Indiana, and the ordinances of the City
of Kokomo, Indiana.

Subject to the taxes due and payable in the year 1920.

In witness whereof the grantors have set their hands this 4th day of December,
1919.

Linden J. Newby

Laura L. Newby

GRANTORS.

(\$4.50 U.S. Revenue stamps attached and cancelled.)

STATE OF INDIANA)
SS:-
COUNTY OF HOWARD)

Before me, the undersigned, a Notary Public, within and for said County and
State, this 4th day of December, 1919, personally appeared Linden J. Newby and Laura
L. Newby, his wife, and acknowledged the execution of the above and foregoing deed.

Witness my hand and notarial seal.

Goldie Snyder

(N.P. Seal.)

NOTARY PUBLIC.

My commission expires May 19th, 1921.

Recorded DEC 6 1919 at 3:00 P.M.

Jasper Collins R.H.Co.

146-150

A-3

Jan. 10th, 1920---\$9000.00---Pt. NW 2-23-3---Jan. 13th, 1920

ALBERT F. BLOSSEY & WIFE) This Indenture Witnesseth, That Albert F. Blosssey and
TO) Ole G. Blosssey husband and wife of Howard County, in
COMO CHEMICAL COMPANY.) the State of Indiana, Convey and Warrant to Como
Chemical Company, of Howard County, in the State of
Indiana, for and in consideration of Nine thousand

(\$9000.00) Dollars, the receipt whereof is hereby acknowledged, the following described Real Estate in Howard County in the State of Indiana, to-wit:-

Part of the Northwest Quarter of Section 2, Township 23 North Range 3 East, described as follows:

Beginning at the Northwest corner of said quarter section, thence East 35.14 rods, to low water mark on the North bank of Wild Cat Creek, thence following the meanderings of said creek up stream along the North side on low water mark to a point where said creek is crossed by the center of the Toledo St. Louis and Western Railroad track, thence along the center line of said Railroad track in a Southwesterly direction to a point where said track intersects the west line of said section, thence North on the West line of said section to the place of beginning, containing 29.14 acres more or less except the right of way of said Railroad.

Subject to a lease executed in October 1918 to the Kokomo Stone Company granting a right of way to the stone Company aforesaid over this tract of real estate for the purpose of getting in and out to a place for storing dynamite, said lease also gives the right to store dynamite in accordance with the laws of the State of Indiana and the ordinances of the City of Kokomo, Indiana.

Subject to taxes for the year 1919 payable in the year 1920.

Subject to a mortgage for the sum of \$2000.00 given Farmers Trust and Savings Bank together with interest as shown on mortgage record 107 page 276 Howard County, Indiana.

Subject to a mortgage for the sum of \$2364.00 payable to Linden J. Newby together with interest as shown on mortgage record 110 page _____ Howard County, Indiana. Said mortgage grantee assume and agree to pay being balance purchase money for the above described real estate.

In Witness Whereof, The said Albert F. Blosssey and Ole G. Blosssey husband and wife have hereunto set their hands and seals, this 10th day of January 1920.

Albert F. Blosssey. (Seal.)

Ole G. Blosssey (Seal.)

(\$5.00 U.S. Revenue stamps attached and cancelled.)

State of Indiana, Howard County, ss:

Before me, the undersigned, a Notary Public, in and for said County and State, this 10th day of January, A.D. 1920, personally appeared the within named Albert F. Blosssey and Ole G. Blosssey husband and wife Grantors in the above conveyance, and acknowledged the same to be their voluntary act and deed, for the uses and purposes herein mentioned.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal.

Richard T. Schwartz Notary Public

(N.P. Seal.) My Commission expires Sept. 10th, 1920.

Recorded Jan. 13th, 1920 at 10:40 A.M. O.W. Bailey R.H. Co. ✓

146-40

A-4

#5637

Receiver's Deed.

Kent H. Blacklidge, Receiver of Como Chemical Company, by order of the Howard Circuit Court, of Howard County, Indiana, in the matter of the Receivership of Como Chemical Company, Cause No. 9306, entered in Order Book No. Page. of said court, Conveys to Central Chemical Corporation of Howard County, State of Indiana, for and in consideration of the sum of One Hundred Five Thousand Dollars, the following described real estate in Howard County, Indiana, to-wit:

Part of the northwest quarter of Section two (2), Township twenty three (23) North, Range three (3) East, described as follows, to-wit:

Beginning at the northwest corner of said Section two (2) and running thence East 25.14 rods, to low water mark on the North bank of Wildcat Creek, thence following the meanderings of said Creek up stream along the North side of low water mark to the point where said Creek is crossed by the center of the Toledo, St. Louis and Western Railroad track, thence along the center line of said railroad track in a Southwesterly direction, to the point where said track intersects the West line of said Section No. Two (2), thence North on the West line of said Section to the place of beginning, containing 29.14 acres, more or less, except the right of way of said Railroad Company.

free and clear of all encumbrances of every kind, nature and description.

In Witness Whereof, the said Kent H. Blacklidge, Receiver as aforesaid, has hereunto set his hand this 31st day of October, 1927.

Kent H. Blacklidge
Receiver - Como Chemical Company.

State of Indiana, County of Howard, ss:

Before me, the undersigned, a Notary Public, in and for said County and State, this 31st day of October, 1927, personally appeared the within named Kent H. Blacklidge, Receiver of Como Chemical Company, and acknowledged the execution of the above and foregoing deed

Witness my hand and Notarial seal.

(N.P. Seal) My commission expires Aug. 31-1929

Nellie A. Mannion Notary Public.

Examined and approved by me in open court this 31st day of October, 1927.

John Marshall, Judge Howard Circuit Court.

Recorded Oct. 31, 1927 at 9:30 A.M.

#5642

Administrator's Deed.

Joseph C. Herron, administrator of the Estate of Minerva Belle

Chamberlain, by order of the Howard Circuit Court, does hereby convey to Goldie Perry for the sum of Four Hundred (\$400.00) Dollars the following described real estate located in Kokomo Howard County Indiana, to-wit:

Lot No. Three Hundred Ninety-five (395) in Hamlin's Highland Addition to Kokomo, Indiana.

In Witness Whereof, the administrator has set his hand this 31st day of October, 1927.

Joseph C. Herron
Administrator of the estate of Minerva Belle Chamberlain, deceased.

State of Indiana, County of Howard, ss:

Before me, the undersigned, a Notary Public, within and for said County and State this 31st day of Oct. 1927, personally appeared Joseph C. Herron, Administrator of the Estate of Minerva Belle Chamberlain, Deceased, who acknowledged the execution of the above and foregoing for the intent and purposes therein mentioned.

Witness my hand and notarial seal.

(Clk. Seal)

My Commission expires.....

Louis Middleton, Clerk
Circuit Court.

This deed was examined and approved by me this 31st day of October, 1927.

John Marshall,

Judge Howard Circuit Court.

Recorded Oct. 31, 1927 at 10:20 A.M.

M. H. Emmert C. H. C.

164-10

A-5

#777

This Indenture witnesseth That Central Chemical Corporation, an Indiana Corporation of the City of Kokomo, Howard county and State of Indiana, convey and warrant to Benjamin Mills and Robert L. Tudor as Trustees under a declaration of trust executed by all of the stockholders of Central Chemical Company, dated February 25, 1932 and recorded on page 531 of Miscellaneous record No. 23 of the records of Howard county in the State of Indiana, for the sum of one dollar exchange of property and other considerations the receipt of which is hereby acknowledged, the following real estate in Howard county in the State of Indiana, to-wit:

Part of the Northwest quarter of section number two (2) township twenty three (23) north range three (3) east, described as follows, to-wit:

Beginning at the northwest corner of said section two (2) and running thence east thirty five and fourteen hundredths (35.14) rods to low water mark on the North Bank of Wildcat Creek, thence following the meanderings of said Creek up stream along the North side of Low water mark to a point where said creek is crossed by the center of the Toledo St. Louis and Western Railroad track, thence along the center line of said Railroad track in a Southwesterly direction to a point where said track intersects the West line of said Section number two (2) thence north on the West line of said Section to the place of beginning, containing twenty nine and fourteen hundredths (29.14) acres more or less, except the right of way of the said Railroad Company.

With all improvements thereon and all appurtenances thereunto belonging and including all machinery, tools, fixtures, apparatus and personal property of every kind, character and description belonging to Central Chemical Corporation and located upon said premises; and subject to all state, county and local taxes now or hereafter accrued all of which grantees assume and agree to pay.

Subject also to a certain lease agreement executed by Central Chemical Corporation and The Kalbfleisch Corporation dated January 1, 1930.

In witness whereof the said Central Chemical Corporation by Benjamin Mills, its President and Robert L. Tudor, its Secretary has hereunto set its hand and seal this 27 day of February, 1932.

Central Chemical Corporation
By Benjamin Mills, President
By Robert L. Tudor, Secretary

(Corporation Seal)

State of Illinois, County of Cook, ss. Be it remembered that on the 27 day of February, 1932 before me the undersigned notary public in and for said county and state, aforesaid, personally appeared Benjamin Mills and Robert L. Tudor, the president and secretary respectively of Central Chemical Corporation, and acknowledged the execution of the foregoing instrument on behalf of said corporation as the free and voluntary act and deed, of said corporation for the uses and purposes therein set forth.

In witness whereof I have hereunto set my hand and seal the day and year first above written.

Arthur P. Totten, Notary Public
(N.B. Seal) My commission expires March 12, 1935

State of Illinois, Cook County, ss: I, Robert M. Sweitzer County Clerk of the county of Cook Do hereby certify that I am the lawful Custodian of the official records of Notaries Public of said county and as such officer am duly authorized to issue certificates of registry that Arthur P. Totten whose name is subscribed to the proof of acknowledgment of the annexed instrument in writing, was, at the time of taking such proof of acknowledgment of the annexed instrument in writing was, at the time of taking such proof of acknowledgment, a Notary Public in and for Cook County, duly commissioned, sworn and acting as such and authorized to take acknowledgments and proofs of deeds or conveyances of lands, tenements or hereditaments in said State of Illinois, and to administer oaths, all of which appears from the records and files in my office; that I am well acquainted with the handwriting of said notary and verily believe that the signature to the said proof of acknowledgment is genuine.

In testimony whereof, I have hereunto set my hand and affixed the seal of the County of Cook at my office in the City of Chicago, in the said County this 27 day of Feb. 1932.

(Seal)

Robert M. Sweitzer, County Clerk

Recorded Feb. 29, 1932 at 10:15 A.M.

George M. Phillips

#778

This Indenture witnesseth That Benjamin Mills and Robert L. Tudor as Trustees under a declaration of trust executed by all of the stockholders of Central Chemical Company of the city of Kokomo, Howard county and State of Indiana, dated February 25, 1932 and recorded in Miscellaneous record No. 23 page 531 of the records of said Howard County convey and warrant to The Kalbfleisch Corporation a corporation duly organized under the laws of the State of Delaware, for the sum of one hundred thousand (\$100,000) dollars the receipt of which is hereby acknowledged, the following real estate in Howard county in the State of Indiana, to-wit:

Part of the Northwest quarter of section number two (2) township twenty three (23) north range three (3) east, described as follows, to-wit:

Beginning at the Northwest corner of said section two (2) and running thence east thirty-five and fourteen hundredths (35.14) rods to low water mark on the North Bank of Wildcat creek, thence following the meanderings of said Creek up stream along the North Side of low water mark to a point where said Creek is crossed by the center of the Toledo St. Louis and Western Railroad track, thence along the center line of said Railroad track in a southwesterly direction to a point where said track intersects the west line of said Section number two (2) thence north on the west line of said section to the place of beginning containing twenty-nine and fourteen hundredths (29.14) acres more or less, except the right of way of the said Railroad company.

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#777

This Indenture witnesseth That Central Chemical Corporation, an Indiana Corporation of the City of Kokomo, Howard county and State of Indiana, convey and warrant to Benjamin Mills and Robert L. Tudor as Trustees under a declaration of trust executed by all of the stockholders of Central Chemical Company, dated February 25, 1932 and recorded on page 531 of Miscellaneous record No. 23 of the records of Howard county in the State of Indiana, for the sum of one dollar exchange of property and other considerations the receipt of which is hereby acknowledged, the following real estate in Howard county in the State of Indiana, to-wit:

Part of the Northwest quarter of section number two (2) township twenty three (23) north range three (3) east, described as follows, to-wit:

Beginning at the northwest corner of said section two (2) and running thence east thirty five and fourteen hundredths (35.14) rods to low water mark on the North Bank of Wildcat Creek, thence following the meanderings of said Creek up stream along the North side of Low water mark to a point where said creek is crossed by the center of the Toledo St. Louis and Western Railroad track, thence along the center line of said Railroad track in a Southwesterly direction to a point where said track intersects the West line of said Section number two (2) thence north on the West line of said Section to the place of beginning, containing twenty nine and fourteen hundredths (29.14) acres more or less, except the right of way of the said Railroad Company.

With all improvements thereon and all appurtenances thereunto belonging and including all machinery, tools, fixtures, apparatus and personal property of every kind, character and description belonging to Central Chemical Corporation and located upon said premises and subject to all state, county and local taxes now or hereafter accrued all of which grantees assume and agree to pay.

Subject also to a certain lease agreement executed by Central Chemical Corporation and The Kalbfleisch Corporation dated January 1, 1930.

In witness whereof the said Central Chemical Corporation by Benjamin Mills, its President and Robert L. Tudor, its Secretary has hereunto set its hand and seal this 27 day of February, 1932.

Central Chemical Corporation
By Benjamin Mills, President
By Robert L. Tudor, Secretary

(Corporation Seal)

State of Illinois, County of Cook, ss. Be it remembered that on the 27 day of February, 1932 before me the undersigned notary public in and for said county and state, aforesaid, personally appeared Benjamin Mills and Robert L. Tudor, the president and secretary respectively of Central Chemical Corporation, and acknowledged the execution of the foregoing instrument on behalf of said corporation as the free and voluntary act and deed, of said corporation for the uses and purposes therein set forth.

In witness whereof I have hereunto set my hand and seal the day and year first above written.

Arthur P. Totten, Notary Public
(N.B. Seal) My commission expires March 12, 1935

State of Illinois, Cook County, ss: I, Robert M. Sweitzer County Clerk of the county of Cook Do hereby certify that I am the lawful custodian of the official records of Notaries Public of said county and as such officer am duly authorized to issue certificates of registry that Arthur P. Totten whose name is subscribed to the proof of acknowledgment of the annexed instrument in writing, was, at the time of taking such proof of acknowledgment of the annexed instrument in writing was, at the time of taking such proof of acknowledgment, a Notary Public in and for Cook County, duly commissioned, sworn and acting as such and authorized to take acknowledgments and proofs of deeds or conveyances of lands, tenements or hereditaments in said State of Illinois, and to administer oaths, all of which appears from the records and files in my office; that I am well acquainted with the handwriting of said notary and verily believe that the signature to the said proof of acknowledgment is genuine.

In testimony whereof, I have hereunto set my hand and affixed the seal of the County of Cook at my office in the City of Chicago, in the said County this 27 day of Feb. 1932.
(Seal)

Robert M. Sweitzer, County Clerk

Recorded Feb. 29, 1932 at 10:15 A.M.

George M. Phillips

#778

This Indenture witnesseth That Benjamin Mills and Robert L. Tudor as Trustees under a declaration of trust executed by all of the stockholders of Central Chemical Company of the city of Kokomo, Howard county and State of Indiana, dated February 25, 1932 and recorded in Miscellaneous Record No. 23 page 531 of the records of said Howard County convey and warrant to The Kalbfleisch Corporation a corporation duly organized under the laws of the State of Delaware, for the sum of one hundred thousand (\$100,000) dollars the receipt of which is hereby acknowledged, the following real estate in Howard county in the State of Indiana, to-wit:

Part of the Northwest quarter of section number two (2) township twenty three (23) north range three (3) east, described as follows, to-wit:

Beginning at the Northwest corner of said section two (2) and running thence east thirty-five and fourteen hundredths (35.14) rods to low water mark on the North Bank of Wildcat Creek, thence following the meanderings of said Creek up stream along the North side of low water mark to a point where said Creek is crossed by the center of the Toledo St. Louis and Western Railroad track, thence along the center line of said Railroad track in a southwesterly direction to a point where said track intersects the west line of said Section number two (2) thence north on the west line of said section to the place of beginning containing twenty nine and fourteen hundredths (29.14) acres more or less, except the right of way of the said Railroad Company.

Cont.

With all improvements thereon and all appurtenances thereunto belonging and including all machinery, tools fixtures, apparatus and personal property of every kind, character and description belonging to Central Chemical Corporation and located upon said premises and subject to all state, county and local taxes now or hereafter accrued; all of which grantee assumes and agrees to pay.

Grantors do hereby acknowledge that The Kalbfleisch Corporation has fully performed all of its covenants in a certain lease agreement entered into by it with Central Chemical Corporation dated January 1, 1930 and said lease agreement is now hereby fully released and declared satisfied and terminated by both parties hereto.

In witness whereof the said Benjamin Mills and Robert L. Tudor, Trustees have hereunto set their hands and seals this 27 day of February A.D. 1932.

Benjamin Mills (Seal.)
Trustee

Robert L. Tudor, Trustee (Seal.)

State of Illinois, County of Cook, ss.

Personally appeared before me, Arthur P. Totten a Notary Public in and for said county and state Benjamin Mills and Robert L. Tudor, Trustees, who acknowledged the execution of the annexed deed to be their voluntary act and deed.

Witness my hand and Notarial seal this 27 day of February, 1932.

Arthur P. Totten, Notary Public

(N.P. Seal) My commission expires March 12, 1935

State of Illinois, Cook County, ss: I, Robert M. Sweitzer County Clerk of the County of Cook do hereby certify that I am the lawful custodian of the official records of Notaries Public of said county and as such officer, am duly authorized to issue certificates of magistracy that Arthur P. Totten whose name is subscribed to the proof of acknowledgment of the annexed instrument in writing, was at the time of taking such proof of acknowledgment a Notary Public in and for Cook county, duly commissioned, sworn and acting as such and authorized to take acknowledgments and proofs of deeds or conveyances of lands, tenements or hereditaments in said State of Illinois, and to administer oaths; all of which appears from the records and files in my office; that I am well acquainted with the handwriting of said Notary and verily believe that the signature to the said proof of acknowledgment is genuine.

In testimony whereof I have hereunto set my hand and affixed the seal of the County of Cook at my office in the city of Chicago, in the said county this 27 day of Feb. 1932:

Robert M. Sweitzer, County Clerk

(Seal)

Recorded Feb. 29, 1932 at 10:25 A.M.

George M. Phillips
RECORDER, HOWARD COUNTY

This Indenture witnesseth That Greeson Sand and Gravel Company, unincorporated by Clyde D. Spraker, sole owner of Howard county in the State of Indiana convey and warrant to Harry O. Davis of Howard county in the State of Indiana for the sum of one dollar the receipt of which is hereby acknowledged, the following real estate in Howard county in the State of Indiana, to-wit:

Lot number twenty eight (28) in Marott Park Addition to the city of Kokomo, Indiana.

In witness whereof the said Greeson Sand and Gravel Company by Clyde D. Spraker sole owner has hereunto set its hand and seal this twenty ninth day of February, 1932

Greeson Sand & Gravel Co.
By Clyde D. Spraker, Sole Owner

State of Indiana,
ss:
Howard County,

Before me, Louise Andrews a Notary Public in and for said county this twenty ninth day of February 1932 personally appeared Greeson Sand and Gravel Company by Clyde D. Spraker, sole owner and acknowledged the execution of the annexed deed.

Witness my hand and notarial seal.

Louise Andrews, (L.S.)
Notary Public

(N.P. Seal) My commission expires October 4, 1935

Recorded Feb. 29, 1932 at 10:50 A.M.

George M. Phillips
RECORDER, HOWARD COUNTY

A-7

#10650

QUIT-CLAIM DEED

THIS INDENTURE WITNESSETH, that Elda D. Coplen and Jaunita Coplen, his wife; James H. Coplen and Celis J. Coplen, his wife; Lucille Wischart and Donald Wischart, her husband; V. G. Coplen and Verna V. Coplen, his wife, of Howard County, in the State of Indiana, Release and Quit-Claim to Julia Coplen, of Howard County, in the State of Indiana, for and in consideration of Love and Affection, the receipt whereof is hereby acknowledged, the following described Real Estate in Howard County in the State of Indiana, to-wit:

Lot Number Fifteen (15) in Burton's Addition to the Town of Russiaville.

IN WITNESS WHEREOF, the Said Elda D. Coplen and Jaunita Coplen, his wife; James H. Coplen and Celis J. Coplen, his wife; Lucille Wischart and Donald Wischart, her husband; V. G. Coplen and Verna V. Coplen, his wife, have hereunto set their hands and seals this 5th day of April, A.D., 1941.

Elda D. Coplen (Seal) Lucille Wischart (Seal)
Jaunita Coplen (Seal) Donald Wischart (Seal)
James H. Coplen (Seal) V. G. Coplen (Seal)
Celis J. Coplen (Seal) Verna V. Coplen (Seal)

State of Indiana, Howard County, ss.

Before me, the undersigned, a Notary Public in and for said County and State, this 5th day of April, 1941, personally appeared Elda D. Coplen and Jaunita Coplen, his wife; James H. Coplen and Celis J. Coplen, his wife; Lucille Wischart and Donald Wischart, her husband; V. G. Coplen and Verna V. Coplen, his wife; and acknowledged the execution of the annexed Deed.

WITNESS my hand and notarial seal.

Arthur D. Bishop, (Seal)
Notary Public

(N.P. Seal)
My commission expires July 7th, 1943.

Duly entered for taxation December 19, 1941. G. F. Addington, Auditor.

Recorded December 19, 1941 at 1:30 P.M.

Special Master, Let. Deputy
RECORDER, HOWARD COUNTY

#10658

THIS INDENTURE WITNESSETH; That AMERICAN CYANAMID & CHEMICAL CORPORATION (said corporation was formerly known as The Kalbfleisch Corporation), a Delaware corporation, with principal offices at 30 Rockefeller Plaza, New York, New York, convey and warrant to YASSIL W. GROSS and ARCH B. WATKINS, of the City of Kokomo, Howard County, and State of Indiana, for the sum of One Dollar (\$1.), the receipt of which is hereby acknowledged, and for other good and valuable consideration, the following Real Estate in Howard County, in the State of Indiana, to-wit:

Part of the Northwest Quarter (NW1) of Section Number Two (2); Township Twenty-three (23) North, Range Three (3) East, described as follows, to-wit:

Beginning at the northwest corner of said Section Two (2) and running thence East thirty-five and fourteen hundredths (35.14) rods to low water mark on the North Bank of Wildcat Creek, thence following the meanderings of said Creek up stream along the North side of low water mark to a point where said Creek is crossed by the center of the Toledo, St. Louis and Western Railroad track, thence along the center line of said Railroad track in a Southwesterly direction to a point where said track intersects the West line of said Section Number Two (2), thence north on the West line of said Section to the place of beginning, containing twenty-nine and fourteen hundredths (29.14) acres, more or less, except the right of way of the said Railroad Company.

With all improvements thereon and all appurtenances thereunto belonging and subject to all state, county and local taxes now or hereafter accrued, all of which grantees assume and agree to pay.

(\$5.50 W.S.A.S. Attached and cancelled)

IN WITNESS WHEREOF, AMERICAN CYANAMID & CHEMICAL CORPORATION has caused this instrument to be executed in its corporate name and its corporate seal to be hereto affixed and attested by its proper officers thereunto duly authorized, the 8th day of December, 1941.

(Corp. Seal) AMERICAN CYANAMID & CHEMICAL CORPORATION
By: J. F. Fredrickson, Vice President
ATTEST:
W. P. Sturdivant, Secretary

State of New York, County of New York, ss:

Be it remembered that on the 8th day of December, 1941, before me, a Notary Public, personally came J. F. Fredrickson, Vice President of American Cyanamid & Chemical Corporation, who is known to me to be the person whose name is signed to the foregoing deed of conveyance, who being by me duly sworn, deposes and says that he resides in New York City; that he is Vice President of American Cyanamid & Chemical Corporation; that he knows the corporate seal of said company; that the seal affixed to the foregoing conveyance is the corporate seal of said company; that it was affixed by order of said company; and that he signed his name to said conveyance by like order as Vice President of said company; and acknowledged that he signed said deed as his free and voluntary act, for the uses and purposes therein set forth; and that the said company also executed said conveyance as its free and voluntary act, for the uses and purposes therein set forth.

183-6

In Witness Whereof, I have hereunto set my hand and official seal, the 5th day of December, 1941.

My commission expires 30th day of March, 1943.

Walter L. Graham
Notary Public, Bronx Co. No. 85, Reg. No. 75-6
Cert. filed in N.Y. Co., No. 379, Reg. No. 3-6-261
Cert. filed in Queens Co., No. 1497, Reg. No. 6285
Cert. filed in Kings Co. No. 87, Reg. No. 3408
Commission expires March 30, 1943

(N.P. Seal)

State of New York, county of New York, ss: No. 36136

I, ARCHIBALD R. WATSON, County Clerk and Clerk of the Supreme Court, New York County, the same being a Court of Record having by law a seal, DO HEREBY CERTIFY, that Walter L. Graham, whose name is subscribed to the annexed deposition, certificate of acknowledgment or proof, was at the time of taking the same a NOTARY PUBLIC, acting in and for said County, duly commissioned and sworn, and qualified to act as such; that he has filed in the Clerk's office of the County of New York a certified copy of his appointment and qualification as a Notary Public for the County of Bronx, with his autograph signature; that as such Notary Public he was duly authorized by the laws of the State of New York to protect notes, to take and certify depositions, to administer oaths and affirmations, to take affidavits and certify the acknowledgment or proof of deeds and other written instruments for lands, tenements and hereditaments, to be read in evidence or recorded in this State. And further, that I am well acquainted with the handwriting of such Notary Public, or have compared the signature of such officer with his autograph signature filed in my office, and believe that the signature to the said annexed instrument is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County, this 9 day of Dec. 1941.

Archibald R. Watson
County Clerk and Clerk of the Supreme Court, New York County.

(New York Court Seal)

Duly transferred for taxation Dec. 19, 1941. C. F. Addington, Auditor

Recorded December 19, 1941 at 3:00 P.M.

Recorded
RECORDER, HOWARD COUNTY

#10665

State of Indiana, Howard County, ss:

Lee H. Dixon, being duly sworn, on his oath says that Howard H. Dixon departed this life on Dec. 16th, 1940, intestate.

That said Howard H. Dixon left as his sole and only heirs at law Mrs. Lena L. Dixon, widow of deceased, and this affiant, Lee H. Dixon, son of the deceased.

That at time of his death said Howard H. Dixon and wife, jointly, owned Pt. of West end of North half of Section 18, Twp. (23) North, Range (3) East, containing 14 acres, and since the widow is the survivor of this real estate, the same should be transferred to her name alone for purposes of taxation.

That at time of his death Howard H. Dixon held in his name in Howard County, Indiana, the following described realty:

Pt. NW 1/4 Section 17	23	3	(2.59)
Pt. NE 1/4	18	23	3
Pt. SE 1/4	7	23	59
Pt. SW 1/4 of SW 1/4 Section 7	23	3	2
Pt. of SW 1/4 of SW 1/4 Sect.	28	23	3 (26 acres)

Lots 7 and 20 Floyd's Add. to Russiaville, Ind. Improved (Homestead)

Lots 40 and 41 Floyd's 3rd Add. to Russiaville, Ind. (Vacant lots)

That this property above described should be transferred upon the Transfer Books of the Howard County Auditor so that said realty would stand in the name of Lena L. Dixon and Lee H. Dixon.

This affidavit is made under the Acts of 1921 page 373, and simply shows where said realty should be placed for the purposes of taxation and does not attempt to create or convey title of any kind.

Lee H. Dixon

Subscribed and sworn to before me this Dec. 19th, 1941.

Orestes C. Phillips, Notary Public

(N.P. Seal)

My commission expires Feb. 28th, 1944

Duly entered for taxation this 20th day of December, 1941. C. F. Addington, Auditor.

A-8

3399

WARRANTY DEED

THIS INDENTURE WITNESSETH, That Arch B. Watkins and Merle Watkins, husband and wife, and Vassil W. Cross and Margaret Cross, husband and wife, all over the age of twenty-one (21) years, of Howard County, in the State of Indiana, convey and warrant to Standard Packing Company, Inc. of Howard County, in the State of Indiana, for and in consideration of CONVEYANCE UPON ORGANIZATION OF CORPORATION the following described real estate in Howard County, in the State of Indiana, to-wit:-

Part of the Northwest Quarter of Section 2, Township 23 North, Range 3 East, described as follows, to-wit:

Beginning at the Northwest corner of said Section 2 and running thence East 35.14 rods to low water mark on the North Bank of Wildcat Creek, thence following the meanderings of said Creek up stream along the North side of low water mark to a point where said Creek is crossed by the center of the Toledo, St. Louis and Western Railroad track, thence along the center line of said Railroad track in a Southwesterly direction to a point where said track intersects the West line of said Section Number 2, thence North on the West line of said Section to the place of beginning, containing 29.14 acres, more or less, except the right of way of the said Railroad Company.

Lot 47 and 48 feet off the North side of Lot 46 in Corydon Richmond's Addition to the City of Kokomo, subject to the following agreement and understanding to run with the land:

The Brick fire wall along the south side of the premises herein conveyed as is occupied by a building, shall be, at the joint equal expense of the parties hereto, extended upward to the top of the second story and high enough above said second story to comply with the regulations of the fire rules. Each party owning the ground on each side of said wall have the right to the use thereof for building purposes.

Lot Number 46 except 18 feet off the entire North side thereof; also Lot Number 45 and 10 inches of the North side of the vacated alley lying between Lots 42 and 43 all of said real estate in Corydon Richmond's Addition to the City of Kokomo, Center Township, Howard County, Indiana.

IN WITNESS WHEREOF, The said Arch B. Watkins and Merle Watkins, husband and wife, and Vassil W. Cross and Margaret Cross, husband and wife, all over the age of twenty-one years, have hereunto set their hands and seals this 13th day of February, 1948.

Arch B. Watkins (sig)
Arch B. Watkins

Merle Watkins (sig)
Merle Watkins

Vassil W. Cross (sig)
Vassil W. Cross

Margaret Cross (sig)
Margaret Cross

STATE OF INDIANA, HOWARD COUNTY, SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 13th day of February A.D., 1948 personally appeared the within named Arch B. Watkins and Merle Watkins, husband and wife, and Vassil W. Cross and Margaret Cross, husband and wife, all over the age of twenty-one (21) years grantors in the above conveyance, and acknowledged the execution of the same to be their voluntary act and deed, for the uses and purposes herein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Howard B. Sturgeon (sig) Notary Public

N.P. SEAL
My commission expires 11/29/49
Duly entered for taxation 4-1-48
Recorded April 1, 1948 at 3:30 P.M.

Joseph E. McGowan
RECORDER, HOWARD COUNTY

3801 May 25, 1948
Corrected by authority of Johnson
THIS INDENTURE WITNESSETH, That THE R.D. ROBBINS COMPANY, INCORPORATED, by R.D. Robbins, President, of Howard County, in the State of Indiana, convey and warrant to Wallace J. Hodges and Louise Hodges, husband and wife, of Howard County, in the State of Indiana, for and in consideration of ONE DOLLAR AND OTHER VALUABLE CONSIDERATIONS the receipt whereof is hereby acknowledged, the following described real estate in Howard County, in the State of Indiana, to-wit:-

Lot Number Three (3) in Robbins Second Addition to the City of Kokomo, Indiana.

Subject to taxes due and payable in Spring of 1948 and thereafter.

This conveyance made subject to a certain mortgage in the amount of \$2400.00 and interest from this date, payable to the Prudential Insurance Company of America which grantors assume and agree to pay.

(NO UNITED STATES REVENUE STAMPS NECESSARY)

IN WITNESS WHEREOF, The said The R.D. Robbins Company Incorporated, by R.D. Robbins President, has hereunto set its hand and seal this 31st day of March, 1948.

The R.D. Robbins Company, Incorporated
By R.D. Robbins, President (sig)

THE R.D. ROBBINS COMPANY, INCORPORATED
BY R.D. ROBBINS, PRESIDENT

(CORP. SEAL)
STATE OF INDIANA, HOWARD COUNTY, SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 31st day of March A.D., 1948 personally appeared the within named THE R.D. Robbins Company, Incorporated by R.D. Robbins, President grantors in the above conveyance, and acknowledged the execution of the same to be its voluntary act and deed, for the uses and purposes herein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Eleanor Kessler (sig)
Eleanor Kessler Notary Public

N.P. SEAL
My commission expires 2-7-49
Duly entered for taxation 4-1-48
Recorded April 1, 1948 at 3:35 P.M.

RECORDER, HOWARD COUNTY

197-19

A-9

WARRANTY DEED

THIS INDENTURE WITNESSETH, That Standard Packing Company Inc. by its President Arch B. Watkins and its Secretary Vassil W. Cross, of Howard County in the State of Indiana convey and warrant to Arch B. Watkins of Howard County in the State of Indiana for and in consideration of One Dollar and other valuable consideration the receipt whereof is hereby acknowledged, the following described Real Estate in Howard County in the State of Indiana, to-wit:

Part of the Northwest Quarter of Section Two (2), Township 23 North, Range 3 East, described as follows to-wit:
Beginning at the Northwest Corner of said Section 2 and running thence East 35.14 rods to low water mark on the North Bank of Wildcat Creek, thence following the meanderings of said Creek up stream along the Northside of low water mark to a point where said Creek is crossed by the center of the Toledo, St. Louis and Western Railroad track, thence along the center line of said Railroad tract in a Southwesterly direction to a point where said track intersects the West line of said Section number 2, thence North on the West line of said Section to the place of beginning, containing 39.14 acres, more or less, except the right of way of the said Railroad Company.

Part of lot number twenty six (26) in Morris' Sub-Division of Out Lot number one hundred seventy nine (179) and part of Lots numbered fifty eight (58) and fifty nine (59) in D.C. Metsker's East or Third Addition all in the City of Kokomo and described as follows:

Commencing at the Southeast corner of said Lot number twenty six (26) in Morris' Sub-Division and running thence North and on the West line of the alley to the Northeast corner of said Lot Number Fifty Nine (59) in D.C. Metsker's East or Third Addition, thence West Thirty feet thence South and parallel with said alley to a point on the South line of said Lot number twenty six (26) in Morris' Sub-Division Thirty (30) feet West of the point of beginning, thence East to the point of beginning.

\$7.70 US R. Stamps attached and cancelled

In Witness Whereof, the said Standard Packing Company Inc. by its President Arch B. Watkins and its Secretary Vassil W. Cross has hereunto set its hand and seal this 20th day of November 1948

Seal

Vassil W. Cross (Sig) (Seal) Arch B. Watkins (Sig) (Seal)

Vassil W. Cross Secretary Arch B. Watkins President

STATE OF INDIANA, HOWARD COUNTY, SS:

Before me the undersigned a Notary Public in and for said County and State this 20th day of November A.D. 1948 personally appeared the within named Arch B. Watkins, President and Vassil W. Cross, Secretary of the Standard Packing Company Inc. grantors in the above conveyance and acknowledged the execution of the same to be their voluntary act and deed for the uses and purposes herein mentioned.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal.

My comm. expires May 9, 1951

NY Seal

Duly entered for taxation Jan. 29, 1949

Recorded Jan. 20, 1949 at 1:50

Joseph A. Noel (Sig)

Joseph A. Noel Notary Public

RECORDED, HOWARD COUNTY

WARRANTY DEED

THIS INDENTURE WITNESSETH, That Standard Packing Company Inc. by its President Arch B. Watkins and its Secretary Vassil W. Cross of Howard County in the State of Indiana convey and warrant to Arch B. Watkins of Howard County in the State of Indiana for and in consideration of One Dollar and other valuable consideration the receipt whereof is hereby acknowledged the following described Real Estate in Howard County in the State of Indiana, to-wit:

An undivided one-half (1/2) interest in Loganshew Subdiv. 1401, in Turner's Addition to the City of Kokomo, Indiana.

\$1.55 US R. Stamps attached and cancelled

In Witness Whereof, The said Standard Packing Company Inc. by its President Arch B. Watkins, and its Secretary Vassil W. Cross has hereunto set its hand and seal this 20th day of November 1948

Arch B. Watkins (Sig) (Seal)

Arch B. Watkins President

Vassil W. Cross (Sig) (Seal)

Vassil W. Cross Secretary

STATE OF INDIANA, HOWARD COUNTY, SS:

Before me the undersigned a Notary Public in and for said County and State this 20th day of November A.D. 1948 personally appeared the within named Arch B. Watkins President and Vassil W. Cross Secretary of the Standard Packing Company Inc. grantors in the above conveyance and acknowledged the execution of the same to be their voluntary act and deed for the uses and purposes herein mentioned.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal.

My comm. expires May 9, 1951

NY Seal

Duly entered for taxation Jan. 20, 1949

Recorded Jan. 20, 1949 at 1:50

Joseph A. Noel (Sig)

Joseph A. Noel Notary Public

RECORDED, HOWARD COUNTY

WARRANTY DEED

THIS INDENTURE WITNESSETH, That Howard F. Eaton unmarried and over the age of twenty one of Howard County in the State of Indiana convey and warrant to Howard F. Eaton and Josephine Eaton, husband and wife of Howard County in the State of Indiana for and in consideration of One Dollar and other valuable consideration the receipt whereof is hereby acknowledged the following described Real Estate in Howard County in the State of Indiana, to-wit:

Lot number twelve (12) in Frank's Addition to the north city of Kokomo, Indiana.

Subject to lease for the year 1949 and payable in the year 1950.

\$1.15 US R. Stamps attached and cancelled

In Witness Whereof, The said Howard F. Eaton unmarried and over the age of twenty one has hereunto set his hand and seal this 20th day of January 1949

Howard F. Eaton (Sig) (Seal)

Howard F. Eaton

STATE OF INDIANA, HOWARD COUNTY, SS:

...and fifty nine (59) in D.C. ...
City of Kokomo and described as follows:

Commencing at the Southeast corner of said lot number twenty six (26) in Morris' Sub-Division ...
North and on the West line of the alley to the Northeast corner of said lot number thirty (30) in D.C. ...
thence West Thirty feet thence South and parallel with said alley to a point on the East ...
line of said lot number twenty six (26) in Morris' Sub-Division Thirty (30) feet East of the point of beginning ...
thence East to the point of beginning.

\$2.70 US R. Stamps attached and cancelled.

In Witness Whereof, The said Standard Packing Company Inc. by its President Arch B. Watkins and its Secretary Vassil W. Cross has hereunto set its hand and seal this 20th day of November 1948

Seal:

Vassil W. Cross (Sig.) (Seal)

Arch B. Watkins (Sig.) (Seal)

Vassil W. Cross Secretary

Arch B. Watkins President

STATE OF INDIANA, HOWARD COUNTY, SS:

Before me the undersigned a Notary Public in and for said County and State this 20th day of November A.D. 1948 personally appeared the within named Arch B. Watkins, President and Vassil W. Cross, Secretary of the Standard Packing Company Inc. grantors in the above conveyance and acknowledged the execution of the same to be their voluntary act and deed for the uses and purposes herein mentioned.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal.

My comm. expires May 9, 1951

Joseph A. Noel (Sig.)

My Seal

Joseph A. Noel Notary Public

Filed entered for taxation Jan. 20, 1949

Recorded Jan. 20, 1949 at 1:50 PM

RECORDER, HOWARD COUNTY

WARRANTY DEED

THIS INDENTURE WITNESSETH, That Standard Packing Company Inc. by its President Arch B. Watkins and its Secretary Vassil W. Cross of Howard County in the State of Indiana Convey and Warrant to Arch B. Watkins of Howard County in the State of Indiana for and in consideration of One Dollar and other valuable consideration the receipt whereof is hereby acknowledged the following described Real Estate in Howard County in the State of Indiana, to-wit:

-An undivided one-half ($\frac{1}{2}$) interest in Lot number thirty (30), in Turner's Addition to the City of Kokomo, Indiana

155 US R. Stamps attached and cancelled

In Witness Whereof, The said Standard Packing Company Inc. by its President Arch B. Watkins, and its Secretary Vassil W. Cross has hereunto set its hand and seal this 20th day of November 1948

Arch B. Watkins (Sig.) (Seal)

Vassil W. Cross (Sig.) (Seal)

Arch B. Watkins President

Vassil W. Cross Secretary

STATE OF INDIANA, HOWARD COUNTY, SS:

Before me the undersigned a Notary Public in and for said County and State this 20th day of November A.D. 1948 personally appeared the within named Arch B. Watkins President and Vassil W. Cross Secretary of the Standard Packing Company Inc. grantors in the above conveyance and acknowledged the execution of the same to be their voluntary act and deed for the uses and purposes herein mentioned.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal.

My comm. expires May 9, 1951

Joseph A. Noel (Sig.)

My Seal

Joseph A. Noel Notary Public

Filed entered for taxation Jan. 20, 1949

Recorded Jan. 20, 1949 at 1:50 PM

RECORDER, HOWARD COUNTY

WARRANTY DEED

THIS INDENTURE WITNESSETH, That Edward F. Krug unmarried and over the age of twenty one of Howard County in the State of Indiana Convey and Warrant to Richard E. Jones and Josephine Jones, husband and wife of Howard County in the State of Indiana for and in consideration of One Dollar and other valuable consideration the receipt whereof is hereby acknowledged the following described Real Estate in Howard County in the State of Indiana, to-wit:

Lot number twelve (12) in Franklin Addition to the city of Kokomo, Indiana.

Subject to taxes for the year 1948 due and payable in the year 1950

15 US R. Stamps attached and cancelled

In Witness Whereof, The said Edward F. Krug unmarried and over the age of twenty one has hereunto set his hand and seal this 20th day of January 1949

Edward F. Krug (Sig.) (Seal)

Edward F. Krug

STATE OF INDIANA, HOWARD COUNTY, SS:

Before me the undersigned a Notary Public in and for said County and State this 20th day of January A.D. 1949 personally appeared the within named Edward F. Krug unmarried and over the age of twenty one grantor in the above conveyance and acknowledged the execution of the same to be his voluntary act and deed for the uses and purposes herein mentioned. In Witness Whereof, I have hereunto subscribed my name and affixed my official seal.

My comm. expires Sept. 20, 1950

Geneva B. Miller (Sig.)

My Seal

Notary Public

A-10

11619

WARRANTY DEED

Do Not Publish

THIS INDENTURE WITNESSETH, That Albert F. Summerton and Birgit V. Summerton husband and wife, both over the age of 21 years of Howard County in the State of Indiana Convey and Warrant to Carl Koline of Howard County in the State of Indiana for and in consideration of One Dollar (\$1.00) and other valuable consideration the receipt whereof is hereby acknowledged the following described Real Estate in Howard County in the State of Indiana, to-wit:

Beginning at a point 60' East of the southeast corner of lot number one (1) in Hardeback Addition to the city of Kokomo, thence north 40' thence East 100' thence South 40' thence west 100' to the place of beginning being a part of northeast quarter, section 1, township 23 north, range 3 east.

Subject to all liens, encumbrances and taxes due and to become due.

In Witness Whereof, The said Albert F. Summerton and Birgit V. Summerton husband and wife both over the age of 21 years have hereunto set their hands and seals this 14th day of November 1949.

Albert F. Summerton (Sig)(Seal) Birgit V. Summerton (Sig)(Seal)
Albert F. Summerton Birgit V. Summerton

STATE OF INDIANA, HOWARD COUNTY, SS:

Before me the undersigned a Notary Public in and for said County and State this 19th day of November A.D. 1949 personally appeared the within named Albert F. Summerton and Birgit V. Summerton husband and wife both over the age of 21 years grantors in the above conveyance and acknowledged the execution of the same to be their voluntary act and deed for the uses and purposes herein mentioned.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal.

Lester E. Winlow (Sig)

Lester E. Winlow Notary Public

My comm. expires Nov. 27, 1949

NP Seal

Duly entered for taxation Nov. 19, 1949

Recorded Nov. 19, 1949 at 11:15 AM

RECORDED HOWARD COUNTY

11620

WARRANTY DEED

THIS INDENTURE WITNESSETH, That Arch B. Watkins and Merle Watkins his wife of Howard County in the State of Indiana Convey and Warrant to Edward R. Wilderman and Candys L. Wilderman husband and wife or to the survivor of Howard County in the State of Indiana for the sum of One Dollar and Exchange of real estate the receipt of which is hereby acknowledged the following real estate situated in Howard County in the State of Indiana, to-wit:

Part of the northwest quarter of section 2, township 23 north, range 3 east, described as follows, to-wit: Beginning at the northwest corner of said section 2, and running thence east 35.14 rods to low water mark on the north bank of Wildcat Creek then following the meanderings of said Creek up stream along the north side of low water mark to a point where said Creek is crossed by the center of the Toledo, St. Louis and Western Railroad track thence along the center line of said Railroad track in a southwesterly direction to a point where said track intersects the west line of said section number 2, thence north on the west line of said section number 2 to the place of beginning containing 29.14 acres more or less, except the right of way of the said Railroad Company.

Subject to 1949 taxes due Year 1950 and thereafter.

\$3.00 US R. Stamps attached and cancelled

In Witness Whereof, The said Arch B. Watkins and Merle Watkins his wife have hereunto set their hands and seals this 19th day of November 1949.

Arch B. Watkins (Sig)(Seal) Merle Watkins (Sig)(Seal)
Arch B. Watkins Merle Watkins

STATE OF INDIANA, HOWARD COUNTY, SS:

Before me the undersigned a Notary Public in and for said County and State personally appeared Arch B. Watkins and Merle Watkins his wife and acknowledged the execution of the within Warranty Deed to be their voluntary act and deed. Witness my hand and notarial seal, the 19th day of November 1949.

My comm. expires 11/29/49 NP Seal

Duly entered for taxation Nov. 19, 1949

Recorded Nov. 19, 1949 at 11:25 AM

Joseph E. Sturgeon (Sig)

Notary Public

RECORDED HOWARD COUNTY

11625

QUIT CLAIM DEED

THIS INDENTURE WITNESSETH, That James F. Clevenger and his wife, Malinda Clevenger both over the age of 21 years of Howard County in the State of Indiana Release and Quit-Claim to Carl A. Harvey and Carrie Harvey husband and wife of Howard County in the State of Indiana for and in consideration of One Dollar and other consideration the receipt whereof is hereby acknowledged the following described real estate in Howard County in the State of Indiana, to-wit:

Lot number 28 in East Englewood Addition to the city of Kokomo, Indiana.

Subject to all taxes and assessments.

In Witness Whereof, The said James F. Clevenger and his wife Malinda Clevenger have hereunto set their hands and seals this 19th day of November 1949.

James F. Clevenger (Sig)(Seal) Malinda Clevenger (Sig)(Seal)
James F. Clevenger Malinda Clevenger

STATE OF INDIANA, HOWARD COUNTY, SS:

Before me the undersigned a Notary Public in and for said County and State this 19th day of November A.D. 1949 personally appeared the within named James F. Clevenger and his wife Malinda Clevenger grantors in the above conveyance and acknowledged the execution of the same to be their voluntary act and deed for the uses and purposes herein mentioned.

In Witness Whereof, I have hereunto subscribed my name and name and affixed my official seal.

J. Harold Kinchloe (Sig)

J. Harold Kinchloe Notary Public

My comm. expires January 18, 1951

NP Seal

Duly entered for taxation Nov. 23, 1949

Recorded Nov. 21, 1949 at 8:50 AM

199-549

A-11

3997 cont'd

Subscribed and sworn to before me this 12th day of April, 1951.

N.P. Seal

My commission expires: 3/4/53.

Duly entered for taxation April 23, 1951

Recorded April 23, 1951 at 10:15 A.M.

Mariam Tharp Blake (sig) Mariam Tharp
Blake Notary Public

3998

WARRANTY DEED

RECORDED, HOWARD COUNTY

This Indenture Witnesseth, That Edward R. Wilderman and Candys L. Wilderman, husband and wife of Howard County, in the State of Indiana convey and Warrant to Edward Graves and Melba C. Graves, husband and wife of Howard County, in the State of Indiana for the sum of One Dollar and other valuable considerations the receipt of which is hereby acknowledged, the following described Real Estate situated in Howard County, in the State of Indiana, to-wit:

Part of the Northwest Quarter of Section 2, Township 23 North, Range 3 East, described as follows, to-wit: Beginning at the Northwest corner of said Section 2 and running thence East 35.14 rods to low water mark on the North Bank of Wildcat Creek, thence following the meanderings of said Creek up stream along the North side of low water mark to a point where said Creek is crossed by the center of the Toledo, St. Louis and Western Railroad track, thence along the center line of said Railroad track in a Southwesterly direction to a point where said track intersects the West line of said Section Number 2, thence North on the West line of said Section to the place of beginning, containing 29.24 acres, more or less, except the right of way of the said Railroad Company.

Subject to taxes for 1951, due Year 1952 and thereafter.

Subject to the balance due on a mortgage given to the Citizens Corporation of Kokomo, Indiana, which the grantees assume and agree to pay.

\$6.60 U.S.R.S. attached and cancelled.

In Witness Whereof, The said Edward R. Wilderman and Candys L. Wilderman, husband and wife have hereunto set their hands and seals this 23rd day of April, 1951.

Edward R. Wilderman (sig) (seal)
Edward R. Wilderman
Candys L. Wilderman (sig) (seal)
Candys L. Wilderman

State of Indiana, Howard County, ss:

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Edward R. Wilderman and Candys L. Wilderman, husband and wife and acknowledged the execution of the within Warranty Deed to be their voluntary act and deed.

Witness My hand and notarial seal, the 23rd day of April, 1951.

Eleanor Kessler (sig) Eleanor Kessler
Notary Public

N.P. Seal

My commission expires 2-7-53

Duly entered for taxation April 23, 1951

Recorded April 23, 1951 at 11:35 A.M.

4000

WARRANTY DEED

This Indenture Witnesseth, That Fern Carson and Allen Carson, her husband of Howard County, in the State of Indiana convey and Warrant to Warren B. Carson and Bessie M. Carson, husband and wife of Howard County, in the State of Indiana for the sum of One dollar and Love and Affection the receipt of which is hereby acknowledged, the following described Real Estate situated in Howard County, in the State of Indiana, to-wit:

Lots 15 and 16 in Hammerbeck Addition to the city of Kokomo, County of Howard, State of Indiana;
Subject to the balance due on a certain mortgage in favor of The First National Bank of Kokomo, Indiana.
Subject to all taxes.

In Witness Whereof, The said Fern Carson and Allen Carson, her husband have hereunto set their hands and seals this 19th day of April, 1951.

Fern Carson (sig) Fern Carson (Seal)
Allen Carson (sig) Allen Carson (Seal)

State of Indiana, Howard County, ss:

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Fern Carson and Allen Carson, her husband and acknowledged the execution of the within Warranty Deed to be their voluntary act and deed.

Witness My hand and notarial seal, the 19th day of April, 1951.

Mariam Tharp Blake (sig)
Mariam Tharp Blake Notary Public

N.P. Seal

My commission expires 3-4-53

Duly entered for taxation April 23, 1951

Recorded April 23, 1951 at 1:30 P.M.

4003

WARRANTY DEED

THIS INDENTURE WITNESSETH, That John Watkins and Bernice Watkins, husband and wife, of Howard County, in the State of Indiana, convey and warrant to Herbert J. Maze and Leveda M. Maze, husband and wife, of Howard County, in the State of Indiana, for and in consideration of ONE (\$1.00) AND OTHER VALUABLE CONSIDERATIONS DOLLARS, the receipt whereof is hereby acknowledged, the following described Real Estate in Howard County in the State of Indiana, to-wit:-

Part of the Northwest Quarter of Section 25, Township 23 North, Range 2 East, described as follows to-wit: Beginning 172 feet North of the Southeast corner of the Northwest Quarter of Section 25, Township 23 North, Range 2 East, running thence West 15 rods 11 feet and 4 inches, thence North 51 rods, thence East 15 rods 11 feet and 4 inches, thence South 51 rods to the place of beginning, containing 5 acres, more or less.

Subject to the balance due of a certain mortgage given to the Farmers State Bank of Scircleville, Indiana in the principal balance of 1756.56.

A-12

5576

227 822

Recorded this day of 19 at o'clock M Recorder

Warranty DeedTHIS INDENTURE WITNESSETH, That Edward Graves and Melba C. Graves,
Husband and wifeof Howard County, in the State of Indiana Convey and Warrant
to The City of Kokomo, Indiana

of Howard County, in the State of Indiana, for and in consideration of the sum of

---Twelve Thousand and no/100 (\$12,000.00) Dollars---

the receipt whereof is hereby acknowledged, the following described Real Estate in Howard County,
in the State of Indiana, to-wit:

13.20

Part of the Northwest Quarter of Section 2,
Township 23 North, Range 3 East, described
as follows:Beginning at a point 864.56 feet South of
the Northwest corner of said Northwest
Quarter and running thence East 943.21
feet; thence South 37 degrees, 10 minutes
West a distance of 580.36 feet; thence
West 434 feet; thence North 50.0 feet;
thence East 25.0 feet; thence North 130.0
feet; thence West 175.0 feet; thence North
282.49 feet to the point of beginning,
containing 7.42 acres.Richard A. Owens
RECORDER, HOWARD COUNTYFree and clear of all liens and encumbrances
of every kind or character.RECEIVED FOR RECORD
AT O'CLOCK-8 55 AMAPR 2-1963
RECORD NO. 227 PAGE 822
RICHARD A. OWENS
RECORDER HOWARD CO., INC.Grantors agree to pay the 1963 taxes due
in 1964 on above real estate when the
same are determined.DULY ENTERED FOR TAX
ARTHUR J. LATO
AUDITOR HOWARD COUNTY,
FEE 10 4-2-63Said grantors do hereby represent and state that they are each citizens of the United States of America, and that said citizenship has
existed continuously since prior to April 8, 1940; that they have been domiciled and residing continuously within the United States since
prior to April 8, 1940; that they are not acting directly or indirectly in any capacity whatsoever for any foreign country or national thereof;
that there is no one other than above grantors who has any proprietary right, title or interest in the above described real estate either
directly or indirectly; that these representations and statements are made under oath to induce the acceptance of this deed of conveyance.IN WITNESS WHEREOF, The said Edward Graves and Melba C. Graves, husband
and wife

Have hereunto set their hands and seals this 1st day of APRIL 19 63

Edward Graves (SEAL) Melba C. Graves (SEAL)

(SEAL) (SEAL)

(SEAL) (SEAL)

STATE OF INDIANA, Howard County, ss:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named

Edward Graves and Melba C. Graves, husband and wife

who acknowledged the execution of the foregoing Deed to be their voluntary act and deed.

My hand and seal this 1st day of April 19 63

November 21, 1963 Vivienne Barkley

Notary Public

This instrument prepared by: Ralph L. Helms

Rec'd: Melba

WARRANTY DEED

FROM

TO

Received for record this.....

day of....., 19.....

at.....o'clock.....M., and

Recorded in Book No.....page.....

Recorder.....County.....

Duly entered for taxation this.....

day of....., 19.....

Auditor's fee \$.....

Auditor.....County.....

KREMER PRINTING COMPANY, PORT WYATT, IND.

Form No. 101-A

822

227

5576

Indiana Gross Income Tax on
Sale of Real Estate

Paid by Graves, Edw & Melba
Grantor

Date Paid 4/2/63

Amount Paid \$ 52.50

Treasurer's Receipt # 168447

Howard County

A-13

Det of 10-21-1A-1B

244 1371

4824

WARRANTY DEED

DULY ENTERED FOR TAXATION

W. MARY CRAIG
Auditor, Howard County, Indiana
Date 7-16-80

THIS INDENTURE WITNESSETH, That CITY OF KOKOMO ("Grantor") of Howard County, in the State of Indiana, CONVEYS AND WARRANTS to BOOTH BROADCASTING COMPANY of the City of Detroit, in the State of Michigan, for the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Howard County, in the State of Indiana:

This is a part of the Northwest Quarter ($\frac{1}{4}$) of Section Two (2), Township Twenty-three (23) North, Range Three (3) East, and more specifically described as follows:

Commencing at the Southwest corner of the Northwest Quarter ($\frac{1}{4}$) of Section Two (2), Township Twenty-three (23) North, Range Three (3) East marked by a stone; thence North on and along the West Section line of said section, One thousand three hundred two point zero (1302.0) feet to a point marked by an iron pin; thence East perpendicular to said West Section line, One hundred fifty point zero (150.0) feet to the point of beginning marked by an iron pin; thence East perpendicular to said West Section line, Four hundred thirty-four point zero (434.0) feet to a point on the West right-of-way line of the Norfolk and Western Railroad marked by an iron pin; thence North parallel to said West Section line, Two hundred ninety five point zero (295.0) feet; thence West perpendicular to said West Section line, sixty point zero (60.0) feet; thence North parallel to said West Section line, ten point zero (10.0) feet; thence West perpendicular to said West Section line, three hundred forty-nine point zero (349.0) feet to a point marked by an iron pin; thence South parallel to said West Section line, Two hundred fifty-five point zero (255.0) feet to a point marked by an iron pin; thence West perpendicular to said West Section line, Twenty-five point zero (25.0) feet; thence South parallel to said West Section line, Fifty point zero (50.0) feet to the point of beginning.

The above described plat contains Two and eighty-eight hundredths (2.88) acres, subject to Drainage Easements.

SURVEYOR'S NOTE: The recorded legal description of the above described plat is as follows: Beginning at a point Nine hundred sixty-four and fifty-six hundredths (964.56) feet South; thence East one hundred seventy-five point zero (175.0) feet; thence South Fifty-five and forty-nine hundredths (55.49) feet from the Northwest corner of said Northwest Quarter ($\frac{1}{4}$) said point being the point of beginning and running thence South Two hundred fifty-five point zero (255.0) feet; thence West Twenty-five point zero (25.0) feet; thence South Fifty point zero (50.0) feet; thence East Four hundred thirty-four point zero (434.0) feet; thence North Three hundred five point zero (305.0) feet; thence West Four hundred nine point zero (409.0) feet to the point of beginning containing Two and eighty-nine hundredths (2.89) acres more or less.

The Northwest corner of this section has been obliterated by the construction of a new bridge. Therefore, no accurate measurement could be made from this point South

RECEIVED FOR RECORD
AT 3:00 PM O'CLOCK

JUL 16 1980

JUL 16 1980
RECORD NO. 244 1371
PAGE 1
RECORDED BY
RECORDED HOWARD CO., IND.

to the above plat. Thus, it was necessary to start from the Southwest corner of the Northwest Quarter ($\frac{1}{4}$) where a stone has been located and is marked. In discussions with the County Surveyor, the West Section line was established by using the center line of the newly constructed bridge. Also, right angles were used to lay out the above plat since this more nearly coincided with the existing property lines and railroad right-of-ways. A shed is encroaching upon this property which is located near the Southwest corner of the property.

IN WITNESS WHEREOF, Grantor has executed this deed this 14th day of July, 1980.

BOARD OF WORKS

By: John T. Grimes
JOHN T. GRIMES, City Attorney

By: Lawrence Lambert
LAWRENCE LAMBERT, City Engineer

By: Bruce Kent Carter
BRUCE KENT CARTER, City Controller

STATE OF INDIANA)
) SS:
COUNTY OF HOWARD)

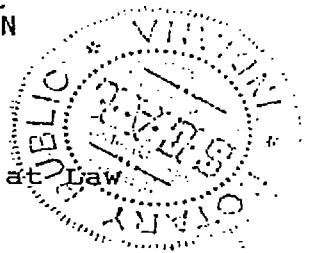
Before me, a Notary Public in and for said County and State, personally appeared, John T. Grimes, City Attorney, Lawrence Lambert, City Engineer, and Bruce Kent Carter, City Controller, who acknowledged the execution of the foregoing Warranty Deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 14th day of July, 1980.

My Commission Expires:
November 1, 1980

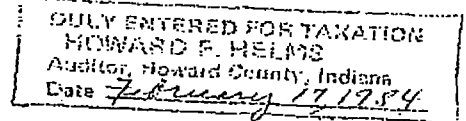
THIS INSTRUMENT PREPARED BY: JAMES D. ANDREWS, Attorney at Law
110 East Walnut Street
Kokomo, Indiana 46901
Telephone: (317) 457-4484

E. Robert Martin
NOTARY PUBLIC
E. ROBERT MARTIN



A-14

1357

DRIVEWAY AND UTILITY EASEMENT

THIS INDENTURE, made this 19th day of December, 198 3, by and between the City of Kokomo, Indiana, a municipal corporation, hereinafter referred to as the "Grantor" and Booth Broadcasting Company of the City of Detroit, in the State of Michigan, hereinafter referred to as the "Grantee".

WITNESSETH:

WHEREAS, the Kokomo Common Council authorized by Ordinance No. 4819 the selling of 2.88 acres of land to the "Grantee".

WHEREAS, the "Grantor" did sell and convey to "Grantee" 2.88 acres of land by Warranty Deed dated July 14, 1980, recorded July 16, 1980 in Deed Record 244, page 1371 in the Howard County Recorder's Office.

WHEREAS, the Kokomo Common Council authorized by Resolution No. 2058 the granting of an Easement to the "Grantee" to provide ingress and egress to said 2.88 acres tract of land.

NOW THEREFORE, the "Grantor" represented by the Kokomo Board of Public Works and Safety, for the sum of one dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby give, grant and convey unto the "Grantee", its successors and assigns, forever, a driveway easement for ingress and egress and a utility easement for the purpose of installing, laying, operating and maintaining electrical, telephone, water and sewage facilities over, upon and across the following described land located in the City of Kokomo, Howard County, Indiana, to-wit:

A part of the Northwest Quarter of Section 2, Township 23 North, Range 3 East, described as follows: Beginning at a point 934.56 feet South of the Northwest corner of said Northwest Quarter at a point on the West line thereof and running thence East 195.00 feet; thence South 85.49 feet to a point on the North line of a 2.88 acre tract of land described in Deed Record 244, Page 1371 in the Howard County Recorder's Office; thence West 20.00 feet along said North line to the Northwest corner of said 2.88 acre tract of land; thence North 65.49 feet; thence West 175.00 feet to the West line of said Northwest Quarter; thence North 20.00 feet along said west line to the point of beginning.

IN WITNESS WHEREOF, Grantor has executed this Driveway and Utility Easement this 19 day of December, 1983.

KOKOMO BOARD OF PUBLIC WORKS AND SAFETY

STEPHEN J. DAILY, MAYOR
CITY OF KOKOMO, INDIANA

By:
KENNETH J. FERRIES, PRESIDENT

By: _____
JOHN R. WHITEHART, MEMBER

By:
LARRY W. MCKINLEY, MEMBER

ATTEST:

URSULA S. WOLF, SECRETARY

RECEIVED FOR RECORD
AT -3:15 PM O'CLOCK

FEB 17 1984

RECORD NO. 248 PAGE 387

REGINA J. MCGINNIS, RECORDER


This instrument was prepared by Kenneth J. Ferries, Corporation Counsel.

1357

STATE OF INDIANA)
) SS:
COUNTY OF HOWARD)

Before me, a Notary Public in and for said County and State, personally appeared Kenneth J. Ferries, President; Stephen J. Daily, Mayor and Larry W. McKinley, Member of the Board of Public Works and Safety of the City of Kokomo, Indiana, and acknowledge the execution of the foregoing Driveway and Utility Easement, and who, having been duly sworn, stated that any representations therein contained are true.

WITNESS my hand and Notarial Seal this 19 day of December, 1983.


E. Robert, Martin, Notary Public
A Resident of Howard County

My Commission Expires:

November 1, 1984

A-15

010167

96 JUN 25 AM 10:26

261.1953

DULY ENTERED FOR TAXATION

MARILYN J. SHIRLEY

JUN 25 1996

MARILYN M. COOK
AUDITOR HOWARD CO. INProject STP-K320(2)
Parcel 62
Road Dixon Road
County HowardRESOLUTION NO. 1996-2
BOARD OF PUBLIC WORKS AND SAFETY
CITY OF KOKOMO, INDIANAA RESOLUTION DESIGNATING STREET RIGHT-OF-WAY
ON CITY OWNED PROPERTY

TRANSFER STATION

WHEREAS, the City of Kokomo, Indiana, an Indiana Municipal Corporation, located in Howard County, in the State of Indiana is by virtue of a Warranty Deed recorded April 2, 1963 in Howard County Recorder's Deed Record 227 Page 822 except a 2.88 acre tract sold to Booth Broadcasting Company of the City of Detroit, Michigan in a Warranty Deed recorded July 16, 1980 in Howard County Recorder's Deed Record 244, Page 1371 is the Fee Simple owner of the following described Real Estate in the City of Kokomo, Howard County, Indiana, to wit:

Part of the Northwest Quarter of Section 2, Township 23 North, Range 3 East, described as follows:

Beginning at a point 864.56 feet South of the Northwest corner of said Northwest Quarter and running thence East 943.21 feet; thence South 37 degrees, 10 minutes West. a distance 580.36; thence West 434 feet; thence North 50.0 feet; thence East 25.0 feet; thence North 130.0 feet; thence West 175.0 feet; thence North 282.49 feet to the point of beginning, containing 7.42 acres.

Except the Following:

A part of the Northwest Quarter of Section 2, Township 23 North, Range 3 East, Center Township, Howard County, Indiana, described as follows, to-wit:

Commencing at the Southwest corner of the Northwest Quarter of Section 2, Township 23 North, Range 3 East marked by a stone; thence North on and along the West Section line of said Section, 1302.0 feet to a point marked by an iron pin; thence East perpendicular to said West Section Line, 150.0 feet to the point of beginning marked by an iron pin; thence East perpendicular to said West Section Line, 434.0 feet to a point on the West right-of-way line of the Norfolk and Western Railroad marked by an iron pin; thence North parallel to said West Section Line, 295.0 feet; thence West perpendicular to said West Section Line, 60.0 feet; thence North parallel to said West Section Line, 10.0 feet; thence West perpendicular to said West Section Line, 349.0 feet to a point marked by an iron pin; thence South parallel to said West Section Line, 255.0 feet to a point marked by an iron pin; thence West perpendicular to said West Section Line, 25.0 feet; thence South parallel to said West Section Line, 50.0 feet to the point of beginning, containing 2.88 acres.

WHEREAS, the above described Real Estate is located on Dixon Road between Defenbaugh and Wildcat Creek in the City of Kokomo.

WHEREAS, the Real Estate described in Exhibit "A", attached hereto and made an part hereof, must be designated and documented as Public Street Right-of-Way in accordance with the City Thoroughfare Plan & Ordinance No. 4151 and in conjunction with the construction of Indiana Highway Project No. M-MG-K320 Dixon Road in Kokomo, Howard County, Indiana.

WHEREAS, "Exhibit A", attached hereto, and made a part hereof by reference, describe the interest required, and the legal description of the permanent and perpetual Right-of-Way required to be dedicated from the above parcels of real estate to satisfy Right-of-Way requirements; and

WHEREAS, it is in the public interest that the Right-of-Way described in "Exhibit A" be dedicated as public street right-of-way.

NOW THEREFORE, the Board of Public Works and Safety of the City of Kokomo, Indiana, hereby designates the real estate described in the attached "Exhibit A" as Permanent and Perpetual Public Street Right-of-Way.

ADOPTED by the Board of Public Works and Safety of the City of Kokomo, Indiana, this 10 day of June, 1996.

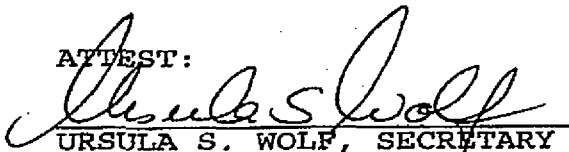
BOARD OF PUBLIC WORKS AND SAFETY
CITY OF KOKOMO, INDIANA


JEFFREY S. RUDOLPH, PRESIDENT


RALPH L. BAER, MEMBER

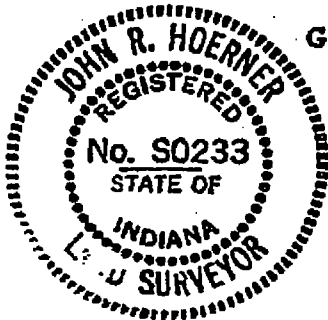

RICHARD A. KNIGHT, MEMBER

ATTEST:


URSULA S. WOLF, SECRETARY

PROJECT M-MG-K320 PARCEL 62

A part of the Northwest Quarter of Section 2, Township 23 North, Range 3 East, Howard County, Indiana, described as follows: Commencing at the northwest corner of said quarter section; thence South 0 degrees 38 minutes 29 seconds West 864.56 feet along the west line of said quarter section to the north line of the owner's land; thence South 89 degrees 24 minutes 10 seconds East 25.00 feet along said north line to the east boundary of Dixon Road and the point of beginning of this description: thence South 89 degrees 24 minutes 10 seconds East 25.00 feet along said north line; thence South 0 degrees 38 minutes 29 seconds West 286.34 feet to the south line of the owner's land; thence North 89 degrees 24 minutes 05 seconds West 25.00 feet along said south line to the east boundary of said Dixon Road; thence North 0 degrees 38 minutes 29 seconds East 286.34 feet along the boundary of said Dixon Road to the point of beginning and containing 0.164 acres, more or less.



Given under my hand and seal NOV 18 1993

A handwritten signature in black ink, appearing to read "John R. Hoerner", written over a horizontal line.

John R. Hoerner, Registered Land
Surveyor No. S0233, State of Indiana

EXHIBIT "A"

Clyde E. Williams & Associates, Inc.
PROFESSIONAL ENGINEERS
8925 North Meridian Street
Indianapolis, Indiana 46260

PARCEL : 62
 PROJECT : M-MG-K320 EED RECORD 227 PAGE 622, DATED 4-2-63 CHECKED J. R. Hoerner
 ROAD : HOWARD
 COUNTY : DIXON
 SECTION : 2
 TOWNSHIP : 23 N
 RANGE : 3 E

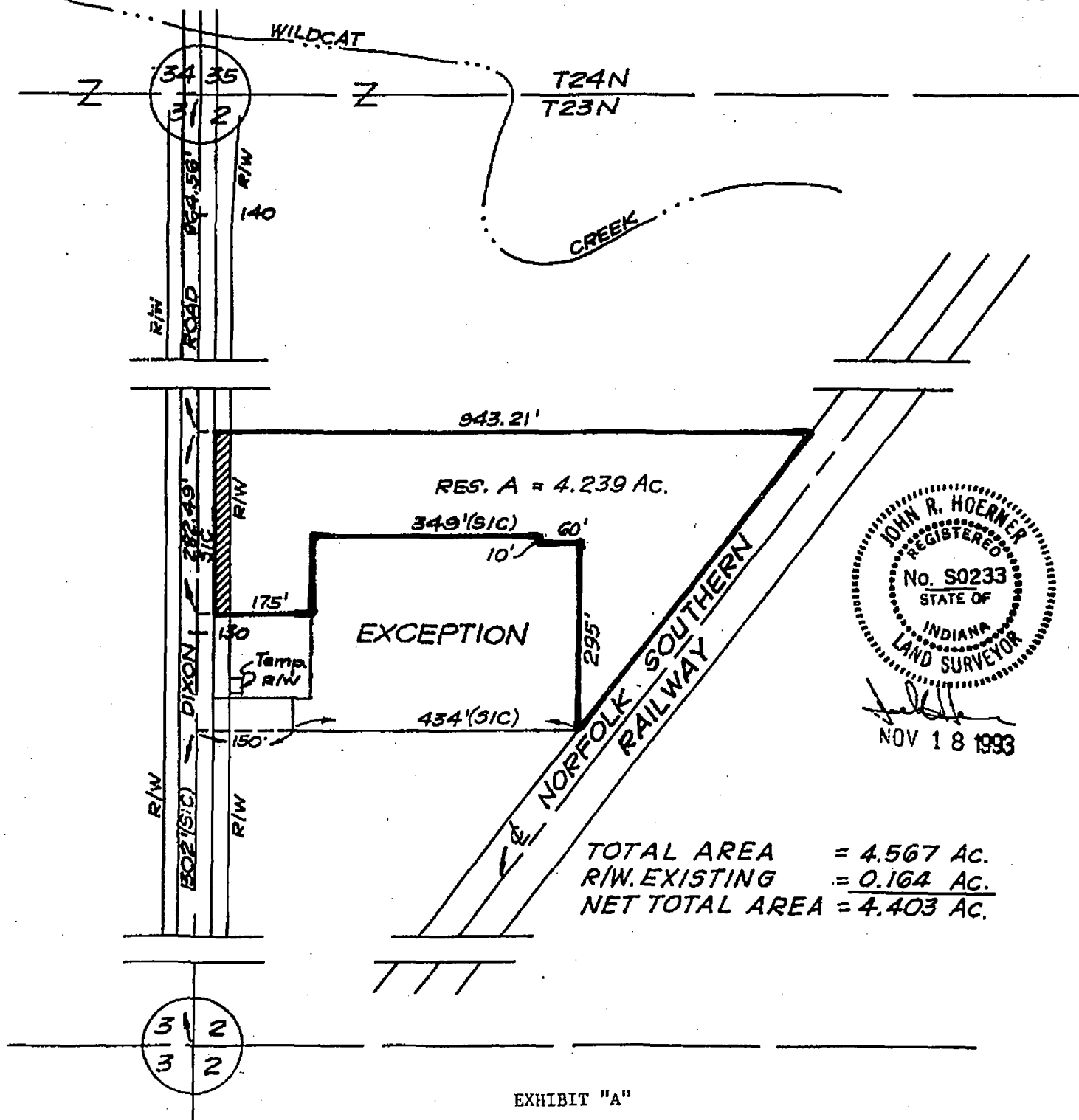
CITY OF KOKOMO, INDIANA DRAWN BY T. W. Jennings 3-27-92

261.1953

 HATCHED AREA IS THE
 APPROXIMATE TAKING

SCALE 1" = 200'

THIS PLAT WAS PREPARED FROM INFORMATION OBTAINED FROM THE RECORDERS
 OFFICE AND OTHER SOURCES WHICH WERE NOT NECESSARILY CHECKED BY A FIELD SURVEY.



A-16

1-18x24

4-8 1/2 x 11



* 0 9 3 4 0 1 0 5 2 2 1 *

0934010522

LINDA J. KOONTZ
HOWARD COUNTY IN RECORDER

06/18/2009 10:48:54AM

REC FEE:\$29.00 PAGES: 1

TRANS# 64625 DAN MINOR RLS

SURVEY

OWNER/CLIENT Howard County Recycling
Howard County Commissioners

SURVEYOR Dan Minor RLS

LEGAL Pt. NW 1/4 2-23-3 Center Township

CROSS REFERENCE D 244 P 1371

DATE 6-17-2009

SEE APERTURE CARDS

In accordance with Title 865, Article 1, Chapter 12 of the Indiana Administrative Code ("Rule 12"), the following observations and opinions are submitted regarding the various uncertainties in the locations of the lines and corners established by this survey as a result of uncertainties in reference monumentation; in record descriptions and plats; in lines of occupation; and as introduced by random errors in measurement.

("THEORETICAL UNCERTAINTY OF THE MEASUREMENTS").

There may be unwritten rights associated with these uncertainties. The client should assume there is an amount of uncertainty along any line equal in magnitude to the discrepancy in the location of the lines of possession from the surveyed lines. This survey was for the purpose of obtaining a RETRACEMENT SURVEY.

Due to random errors in measurement of the corners of the subject tract established this survey is within the specifications for an Urban survey. The allowable Relative Positional Accuracy for Measurements Controlling Land Boundaries on ALTA/ACSM Land Title Surveys being 0.07 feet (or 21mm) + 50ppm.

There may be differences of deed dimensions versus measured dimensions along the boundary lines shown hereon and, likewise, there may be found survey markers near, but not precisely at, some boundary corners. In cases where the magnitude of these differences are less than the Theoretical Uncertainty stated above, and less than the uncertainty identified for the reference monumentation (discussed below) the differences may be considered insignificant and are shown only for purposes of mathematical closure. Such differences that are greater than the Theoretical Uncertainty, Positional Tolerance and the uncertainty in reference monumentation should be considered worthy of notice and are therefore discussed further below.

AVAILABILITY AND CONDITION OF REFERENCE MONUMENTS:

The monuments referenced and used in the survey of subject tract to determine the boundary were:

1. A bronze 1" dia. Monument found at construction on bridge deck with a PK nail over it. I referenced said bronze pin March 30, 2000 and reset it when the new concrete was poured for deck. Said monument marking the Northwest corner of the Northwest Quarter of Section 2, Township 23 North, Range 3 East, Howard County, Indiana.
2. A 1 inch diameter pin in concrete reset by INDOT for the Dixon Road project. No name of surveyor found for supervising the replacement of the existing section corner monument. The 1 inch pin was found to have an error of 0.33 feet. The existing monument prior to road construction was measured by me, while working for the City of Kokomo.
3. Two (2) ½ inch diameter steel pipes with plastic caps as set by Mr. Thomas Newport LS for a retracement survey south of the subject parcel. Said pipes shown on plat drawing.

OCCUPATION OR POSSESSION LINES:

Any apparent uncertainties relative to occupation or possession lines are as shown on the plat. There may be unwritten rights associated with these uncertainties.

Unless otherwise noted or depicted hereon, there is no evidence of occupation

along the perimeter lines of subject tract. All survey monuments set or found this survey are flush with existing grade unless noted.

DISCREPANCIES IN LINES OF OCCUPATION.

1. An existing chain link fence along the north side of subject tract appears to cross over the deed description line by 1.8 feet at the east end of said fence.
2. Piles of logs and brush appear to encroach upon the tract to the south of the subject parcel. No line of occupation found to indicate where the deed line is on the ground.
3. A set of overhead electrical lines appear to encroach upon the subject parcel servicing the parcel to the south. Said overhead lines shown on plat.
4. An ingress/egress easement is stated by 257, page 3401 in favor of the parcel to the south. There does not appear any drive or indications that the parcel to the south is using said ingress/egress easement. The parcel to the south appears to be "land locked" without this ingress/egress easement.
5. By the Howard County Auditor plat map on the computer there appears a water line easement across the entire north side of the subject parcel. A water pit with valves and a meter was found and shown on attached plat. No easement given to me for this survey. There may be others that would have rights to this water line easement.

CLARITY OR AMBIGUITY OF RECORD DESCRIPTION USED AND/OR ADJOINER'S DESCRIPTIONS:

1. The Warranty deed for the subject parcel has a closure error of 8.59 feet. To find the error I held the point of beginning for the subject parcel at the given distance of 864.56 feet south of the Northwest corner of the Northwest Quarter Section. I then held the point on the west section line at the Southwest corner of the subject parcel at 282.49 feet south of the point of beginning. The error appears to be in part due to the measured distance from the west section line to the 50 foot right-of-way for the existing rail road track. I held the North line of subject parcel to the measured distance from the west section line to the right-of-way for the rail road track, thence southwest parallel and 50 feet distance from the centerline of the existing railroad track. I held the north/south line at the east side of the subject parcel to the deed description for the northeast corner of the south parcel described by Deed Record 257, page 3401 and projecting it parallel with the west section line to the 50 foot rail road right-of-way line. This gave a distance short by 0.82 feet for the subject east line. It appears that the adjoiner may have been written holding an aluminum capped rebar at the southeast corner of the south parcel as having no error. It was found to be 0.7' to close to the rail road right-of-way line. I held the point of beginning for the south parcel at the 1302.0 feet north of the Southwest corner of the Northwest Quarter Section. No stone as called for by deed was found due to recent road reconstruction for Dixon Road. I then held all other boundary lines as being parallel or perpendicular to the West section line. By Deed Record 244, page 1371 it is stated that the monument at the Northwest corner of the Northwest Quarter was obliterated by the construction of a new bridge. This

is another reason that there appears to have errors in the subject parcel and the adjoiner parcel to the south. The deed description to the south was written with: "the west section line was established by using the center line of the newly constructed bridge. Also, right angles were used to lay out the above plat since this more nearly coincided with the existing property lines and railroad right-of-ways.", said deed executed 14 Th day of July, 1980.

2. There was a 5/8" diameter steel pin found (and shown on plat) for a northern corner for the parcel to the south. It had an error that was too great to accept. I reset said corner with an aluminum capped rebar. No cap or other means to identify whom set said pin found.

Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose.

The word "certify" or "certificate" as shown and used hereon means an expression of professional opinion regarding the facts of the survey and does not constitute a warranty or guarantee, expressed or implied.

Every document of record reviewed and considered as a part of this survey is noted hereon. Only the documents noted hereon were obtained by the surveyor. No abstract or title, nor title commitment, nor results of title searches were furnished the surveyor. There may exist other documents of record that would affect this parcel. Plat represents a retracement survey of the parcel shown. It is part of a parcel described in Deed Record 227, page 822 in the Howard County, Indiana, Recorder's Office.

I, Daniel J. Minor, R.L.S., in accordance with Title 865, Article 1, Chapter 12 of the Indiana Code ("Rule 12"), do hereby certify that to the best of my knowledge and belief, the within plat represents a survey made under my supervision on June 12, 2009 on the following described tract:

DESCRIPTION OF ORIGINAL SURVEYED PARCEL:

DESCRIPTION:

Part of the Northwest Quarter of Section 2, Township 23 North, Range 3 East, described as follows:

Beginning at a point 864.56 feet South of the Northwest corner of said Northwest Quarter and running thence East 943.21 feet; thence South 37 degrees, 10 minutes West a distance of 580.36 feet; thence West 434 feet; thence North 50.0 feet; thence East 25.0 feet; thence North 130.0 feet, thence West 175.0 feet; thence North 282.49 feet to the point of beginning, containing 7.42 acres.

EXCEPT the following:

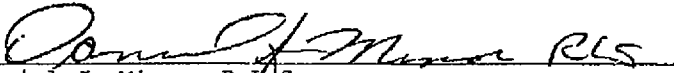
A part of the Northwest Quarter of Section 2, Township 23 North, Range 3 East, Center Township, Howard County, Indiana, described as follows, to-wit:

Commencing at the Southwest corner of the Northwest Quarter of Section 2, Township 23 North, Range 3 East marked by a stone; thence North on and along the West Section line of said Section, 1302.0 feet to a point marked by an iron pin; thence East perpendicular to said West Section line, 150.0 feet to the point of beginning marked by an iron pin; thence East perpendicular to said West Section line, 434.0 feet to a point on the West right-of-way line of the Norfolk and Western Railroad marked by an iron pin; thence North parallel to said West Section line, 295.0 feet; thence West perpendicular to said West Section line, 60.0 feet; thence North parallel with said West Section line, 10.0 feet; thence West perpendicular to said West Section line, 349.0 feet to a point marked by an iron pin; thence South parallel to said West Section line; 255.0 feet to a point marked by an iron pin; thence West perpendicular to said West Section line, 25.0 feet; thence South parallel to said West Section line, 50.0 feet to the point of beginning, containing 2.88 acres.

Subject to an easement for ingress and egress to parcel III over and across the following described real estate, as granted in Deed Record 248, page 387 and conveyed in Deed Record 248, page 388 to-wit:

A part of the Northwest Quarter of Section 2, Township 23 North, Range 3 East, City of Kokomo, Center Township, Howard County, Indiana, described as follows:

Beginning at a point 934.56 feet South of the Northwest corner of said Northwest Quarter at a point on the West line thereof; thence East 195.00 feet; thence South 85.49 feet to a point on the North line of a 2.88 acre tract of land described in Deed Record 244, page 1371 in the Howard County Recorder's Office; thence West 20.00 feet along said North line to the Northwest corner of said 2.88 acres tract of land; thence North 65.49 feet; thence West 175.00 feet to the West line of said Northwest Quarter; thence North 20.00 feet along said West line to the point of beginning.


Daniel J. Minor, R.L.S.

Registered Land Surveyor #LS29500008

June 15, 2009

Job #09007A

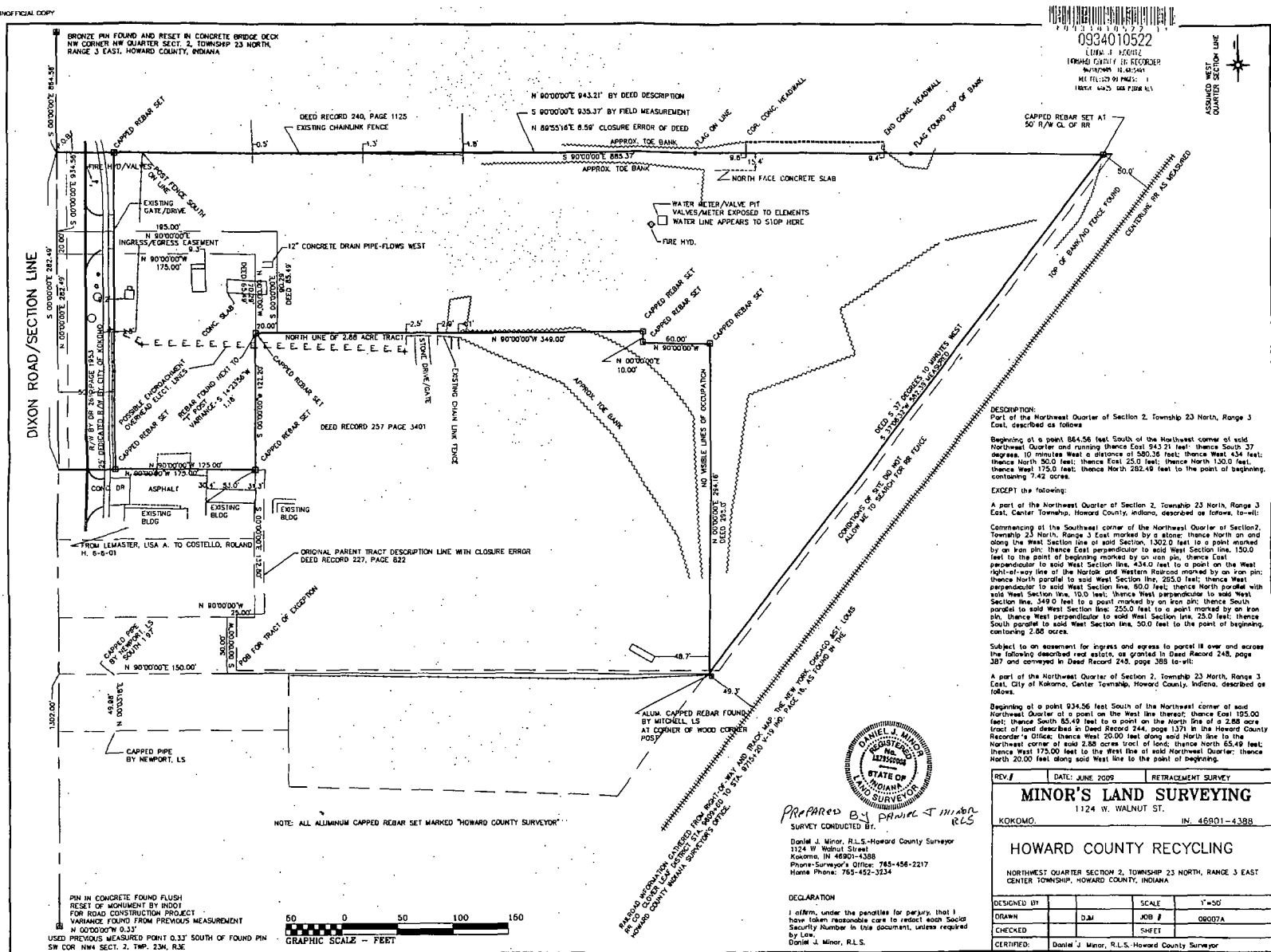
Client: Howard County Recycling, Howard County Commissioners

Title Holder of subject parcel: The City of Kokomo, Indiana.

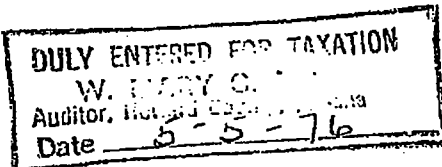
NOTE: ALL ALUMINUM CAPPED REBAR SET MARKED "HOWARD COUNTY SURVEYOR". I Daniel J. Minor, R.L.S. PERFORMED said retracement survey of subject parcel and am now Howard County Surveyor.



UNOFFICIAL COPY



A-17

WARRANTY DEED

THIS INDENTURE WITNESSETH, That EDWARD GRAVES and MELBA C. GRAVES, husband and wife, of Howard County, Indiana, CONVEY AND WARRANT to VERNON GRAVES and SHIRLEY GRAVES, husband and wife, of Howard County, Indiana, for the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Howard County, State of Indiana, to-wit:

Part of the northwest quarter of Section 2, Township 23 North, Range 3 East, more particularly described as follows, to-wit:

Beginning at a point 611.25 feet south and 175.0 feet east of the northwest corner of said northwest quarter, thence south 60.0 feet parallel with the west line of said northwest quarter, thence east 150.0 feet, thence north 60.0 feet, thence west 150.0 feet to the point of beginning, containing 0.207 acres, more or less.

ALSO:

Part of the Northwest Quarter of Section 2, Township 23 North, Range 3 East, described as follows, to-wit:

Beginning at the Northwest corner of the Northwest Quarter of Section 2, Township 23 North, Range 3 East and running thence North 88 degrees, 45 minutes East a distance of 562.7 feet; thence South 45 degrees, 55 minutes, 30 seconds West a distance of 156.1 feet; thence South 16 degrees

RECEIVED FOR RECORD
AT _____ O'CLOCK - 2 45 PM

MAY 05 1976
240 1125
RECORD NO. _____ PAGE _____
C. E. William

20 minutes West a distance of 286.0 feet; thence South 42 degrees, 10 minutes East a distance of 187.2 feet; thence North 60 degrees, 15 minutes East a distance of 364.0 feet; thence North 85 degrees, 00 minutes East a distance of 239.2 feet; thence South 82 degrees, 00 minutes East a distance of 268.3 feet to the West right-of-way line of the Nickel Plate Railroad; thence south 37 degrees, 10 minutes West upon and along said right-of-way line a distance of 30.3 feet; thence South 52 degrees, 50 minutes East a distance of 10.0 feet; thence South 37 degrees, 10 minutes West a distance of 613.64 feet, to the North line of the 7.42 acre tract deeded to the City of Kokomo as shown in Deed Record No. 227 on page 822, thence West 768.21 feet, thence North 193.31 feet, thence East 150 feet, thence North 60 feet; thence West 325.0 feet to the West line of said Northwest Quarter; thence North upon and along said West line a distance of 611.25 feet to the point of beginning.

ALSO:

Part of the Northwest Quarter of Section 2, Township 23 North, Range 3 East, described as follows, to-wit:

Beginning at a point 864.56 feet South of the Northwest corner of said Northwest Quarter and running thence East 175 feet; thence North 193.31 feet; thence West 175 feet; thence South 193.31 feet to the place of beginning, containing approximately 77/100 acres, more or less.

IN WITNESS WHEREOF, the said Edward Graves and Melba C. Graves, husband and wife, have hereunto set their hands and seals this 12 day of April, 1976.

Edward Graves
EDWARD GRAVES

Melba C. Graves
MELBA C. GRAVES

STATE OF INDIANA) SS:
COUNTY OF HOWARD)

Before me a Notary Public in and for said County and State, personally appeared Edward Graves and Melba C. Graves, who acknowledged the execution of the foregoing Warranty Deed, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 12th day of April, 1976.

My Commission Expires:
9/11/77

Diane P. Yarnell
Diane P. Yarnell, Notary Public

A-18

(CONTRACT FOR SALE OF REAL ESTATE ATTACHED)

THIS REAL ESTATE OPTION AGREEMENT made this _____ day of February19 78, between VERNON L. GRAVES and SHIRLEY F. GRAVES, husband and wife

SELLERS,

whose mailing address is 1105 South Home Avenue, Kokomo, Indiana

and _____

ACE QUALITY MOVERS, INC.

BUYERS,

whose mailing address is 1259 East Morgan Street Kokomo, IndianaRECEIVED FOR RECORD
AT _____ o'clock 10 30 AM

WITNESSES THAT:

In consideration of the sum of One Thousand and 00/100-----FEB 21 1978
64 PAGE 77
RECORD NO. _____
RECORDED HOWARD CO., IND.
(paid by Buyers)Dollars (\$ 1,000.00)

to Sellers, receipt whereof is hereby acknowledged, Sellers hereby grant, bargain, and sell to Buyers, the exclusive option to purchase the real estate (including the improvements located on it), commonly known as _____

in the city or town of Kokomo, Indiana

more particularly described as follows, to-wit:

A part of the Northwest Quarter of Section Two (2), Township Twenty-three (23) North, Range Three (3) East, Center Township, Howard County, Indiana, more particularly described as follows:

Beginning at the Northwest corner of the Northwest Quarter of Section Two (2), Township Twenty-three (23) North, Range Three (3) East, and running thence North 88°45' East 562.7 feet; thence South 45°55'30" West 156.1 feet; thence South 16°20' West 286.0 feet; thence South 42°10' East 187.2 feet; thence South 63°19'34" West 190.98 feet; thence West 325.0 feet to the West line of said Section Two (2); thence North, on and along said West line 595.25 feet to the point of beginning, containing 5.9 acres, a copy of which is attached hereto and marked as "Exhibit A".
(Hereinafter called the Real Estate)

THIS AGREEMENT is upon the following terms and conditions:

1. This Option and all rights and privileges hereunder shall expire on the 30th day of June, 19 78, at noon (Eastern, ~~Central~~ standard time).2. Buyers may exercise this Option by giving notice to Sellers before expiration of this Option. Notice shall be deemed to have been given if in writing and either delivered in person to Sellers or deposited in the United States mails, certified or registered, first class postage prepaid and addressed to Sellers at their address set forth above, and bearing a postmark prior to the expiration time, and accompanied by Nine Thousand and 00/100----- Dollars (\$ 9,000.00) earnest money.3. If this Option is exercised, the purchase price for the Real Estate shall be Eighty-five and 00/100----- Dollars (\$ 85,000.00), to be paid by Buyers to Sellers, less any sums paid under the terms of this Option, and the Seller and Purchaser will perform the obligations set forth in the annexed contract of sale.4. If this Option is exercised, Sellers shall at their cost (a) furnish evidence of title to the Real Estate showing a marketable title in Sellers according to the applicable Bar standards ~~and to the satisfaction of the Buyer~~. Upon payment of the purchase price by Buyers to Sellers, Sellers will convey marketable title to the Real Estate above described to Buyers by a general Warranty Deed and possession shall pass from Sellers to Buyers at the time of delivery of the deed, unless other provision is made in this Option. Sellers shall have a reasonable time in which to furnish such evidence ~~to the Buyer~~, and if they fail to do so, Buyers may do so for Sellers and deduct the cost from the purchase price.5. Sellers agree to pay all real estate taxes due and payable the first Monday in (May) ~~1978~~ 19 78, all title transfer costs, including but not limited to costs of ordinary Sellers' attorney fees, and any assessments which become a lien prior to the date of this Option Agreement so that Sellers will convey to Buyers marketable title.6. Sellers warrant and represent that the zoning classification of the Real Estate is at least 4.47 acres commercial on the date hereof. While this Option is outstanding and before transfer of title, Sellers agree to cooperate in the filing and processing of all applications for zoning change, curb cuts, and building permits required to permit Buyers anticipated use. All necessary fees and expenses shall be borne by the Buyer.
Howard County Recorder Document Number: 78001347 Page 1

7. If Sellers fail or refuse to comply with the terms of this Option, after exercise, then Buyers may enforce the specific performance of this Option by suit, or may at their election, recover from Sellers any damages they may have suffered by reason of any default on the part of Sellers, and with reasonable attorney's fees, or pursue any other legal or equitable remedies.

8. If the Buyers fail to exercise this Option or, having exercised, if Buyers fail to complete the purchase, any sums paid hereunder shall be retained by Sellers free of all claim of Buyers, and neither Buyers nor Sellers shall have any further claim against the other.

9. This Option may _____ be assigned by Buyers, whether before or after exercise of this Option.

10. This Option shall be binding upon and shall inure to the benefit of the respective heirs, executors, administrators, successors and assigns of the Sellers and of the Buyers.

11. ADDITIONAL COVENANTS:

The Buyer agrees that he will not sell used auto parts as a business for a period of ten (10) years from the exercise of this Option.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Vernon L. Graves
Shirley F. Graves
SELLER

Ace Quality Movers, Inc.
by William H. Kirk Pres.
BUYER

SELLER

BUYER

STATE OF INDIANA, COUNTY OF HOWARD, SS:

Before me, the undersigned, a Notary Public, in and for said County and State, on this 13th day of

February, 1978, personally appeared Vernon L. Graves and

Shirley F. Graves

and also appeared Ace Quality Movers, Inc. and each acknowledged the execution of the above and foregoing Real Estate Option to be his or her voluntary act and deed.

IN WITNESS WHEREOF, I hereunto subscribe my name and affix my official seal.

My commission expires: 3-11-81

Brenda D. Prout
Notary Public

STATE OF _____, COUNTY OF _____, SS:

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of

_____, 19____, personally appeared _____

_____ and also appeared _____

_____ and each acknowledged the execution of the above and foregoing Real Estate Option to be his or her voluntary act and deed.

IN WITNESS WHEREOF, I hereunto subscribe my name and affix my official seal.

My commission expires: _____

Notary Public

This instrument was prepared by Edward P. Deschert, Attorney

Handwritten note: 4-1-81

A-19

ASSIGNMENT OF OPTION

For one dollar and other valuable consideration, receipt of which is hereby acknowledged, Ace Quality Movers, Inc., an Indiana corporation, hereby assigns and transfers to American Red Ball Transit Company, Inc., an Indiana corporation, all its right, title, and interest in, to, and under the Real Estate Option Agreement entered into between Ace Quality Movers, Inc., and Vernon L. Graves and Shirley F. Graves on February 13, 1978, a copy of which is attached to this Assignment of Option, and all its right, title, and interest in and to the real estate described in that Real Estate Option Agreement.

Misc. Book 64, Page 77

Dated June 27, 1978.

ACE QUALITY MOVERS, INC.

By William H. Kirk President
William H. Kirk, President

Attest:

Spencer
Secretary

STATE OF INDIANA)
COUNTY OF) SS:

RECEIVED FOR RECORD
AT 3:30 PM O'CLOCK


AUG 20 1980 34
RECORD NO. 304 PAGE 1573
Harold L. Heuer
RECORDER HOWARD CO., IND.

Before me, a Notary Public in and for the State of Indiana, personally appeared William H. Kirk and _____, the President and Secretary, respectively, of Ace Quality Movers, Inc., and acknowledged the execution of the foregoing instrument.

5879

304 1573

Witness my hand and Notarial Seal this 27th day
of June, 1978.


Notary Public

I am a resident of
PUNAWARD County, Indiana.
My commission expires:

3-11-81

This instrument was prepared by Norman G. Tabler, Jr.

(CONTRACT FOR SALE OF REAL ESTATE ATTACHED)

THIS REAL ESTATE OPTION AGREEMENT made this day of February1978 between VERNON L. GRAVES and SHIRLEY F. GRAVES, husband and wife

SELLERS

whose mailing address is 1105 South Home Avenue, Kokomo, Indiana

and

ACE QUALITY MOVERS, INC.

BUYERS

whose mailing address is 1259 East Morgan Street Kokomo, Indiana

WITNESSES THAT:

In consideration of the sum of One Thousand and 00/100Dollars (\$1,000.00),

paid by Buyers to Sellers, receipt whereof is hereby acknowledged, Sellers hereby grant, bargain, and sell to Buyers, the exclusive option to purchase the real estate (including the improvements located on it), commonly known as

in the city or town of Kokomo, Indiana

more particularly described as follows, to-wit:

A part of the Northwest Quarter of Section Two (2), Township Twenty-three (23) North, Range Three (3) East, Center Township, Howard County, Indiana, more particularly described as follows:

Beginning at the Northwest corner of the Northwest Quarter of Section Two (2), Township Twenty-three (23) North, Range Three (3) East, and running thence North 88°45' East 562.7 feet; thence South 45°55'30" West 156.1 feet; thence South 16°20' West 286.0 feet; thence South 42°10' East 187.2 feet; thence South 63°19'34" West 190.98 feet; thence West 325.0 feet to the West line of said Section Two (2); thence North, on and along said West line 595.25 feet to the point of beginning, containing 5.9 ^{more or less} acres, a copy of which is attached hereto and marked as "Exhibit A".

(Hereinafter called the Real Estate)

THIS AGREEMENT is upon the following terms and conditions:

1. This Option and all rights and privileges hereunder shall expire on the 30th day of June, 1978, at noon (Eastern, ~~Central~~ standard time).

2. Buyers may exercise this Option by giving notice to Sellers before expiration of this Option. Notice shall be deemed to have been given if in writing and either delivered in person to Sellers or deposited in the United States mails, certified or registered, first class postage prepaid and addressed to Sellers at their address set forth above, and bearing a postmark prior to the expiration time, and accompanied by Nine Thousand and 00/100

Dollars (\$9,000.00) earnest money.

3. If this Option is exercised, the purchase price for the Real Estate shall be Eighty-five and 00/100

Dollars (\$85,000.00), to be paid by Buyers to Sellers, less any sums paid under the terms of this Option, and the Seller and Purchaser will perform the obligations set forth in the annexed contract of sale.

4. If this Option is exercised, Sellers shall at their cost (a) furnish evidence of title to the Real Estate showing a marketable title in Sellers according to the applicable Bar standards. Upon payment of the purchase price by Buyers to Sellers, Sellers will convey marketable title to the Real Estate above described to Buyers by a general Warranty Deed. The Deed shall pass from Sellers to Buyers at the time of delivery of the deed, unless other provision is made in the Deed. Sellers shall have a reasonable time in which to furnish such evidence, and if they fail to do so, Buyers may do so for Sellers and deduct the cost from the purchase price.

5. Sellers agree to pay all real estate taxes due and payable the first Monday in (May) 1978, all title transfer costs, including but not limited to costs of ordinary Sellers' attorney fees, and any assessments which become a lien prior to the date of this Option Agreement so that Sellers will convey to Buyers marketable title.

6. Sellers warrant and represent that the zoning classification of the Real Estate is at least 4.47 acres com on the date of this Option Agreement. While this Option is outstanding and before transfer of title, Sellers agree to cooperate in the filing of all applications for zoning change, subdivision and building permits required by permit Buyers under

specific performance of this Option by suit, or may at their election, recover from Sellers any damages they may have suffered by reason of any default on the part of Sellers, and with reasonable attorney's fees, or pursue any other legal or equitable remedies.

8. If the Buyers fail to exercise this Option or, having exercised, if Buyers fail to complete the purchase, any sums paid hereunder shall be retained by Sellers free of all claim of Buyers, and neither Buyers nor Sellers shall have any further claim against the other.

9. This Option may _____ be assigned by Buyers, whether before or after exercise of this Option.

10. This Option shall be binding upon and shall inure to the benefit of the respective heirs, executors, administrators, successors and assigns of the Sellers and of the Buyers.

11. ADDITIONAL COVENANTS:

The Buyer agrees that he will not sell used auto parts as a business for a period of ten (10) years from the exercise of this Option.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Shirley F. Graves
SELLER

Ace Quality Movers Inc
William H. Kirk Pres.
BUYER

SELLER

BUYER

STATE OF INDIANA

COUNTY OF HOWARD

SS:

Before me, the undersigned, a Notary Public, in and for said County and State, on this 13th day of February, 1978, personally appeared Vernon L. Graves and

Shirley F. Graves

and also appeared Ace Quality Movers, Inc.

each acknowledged the execution of the above and foregoing Real Estate Option to be his or her voluntary act and deed.

IN WITNESS WHEREOF, I hereunto subscribe my name and affix my official seal.

My commission expires: 3-11-81

Dorinda J. Smith
Notary Public

STATE OF _____ COUNTY OF _____

SS:

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 19____, personally appeared _____

and also appeared _____

each acknowledged the execution of the above and foregoing Real Estate Option to be his or her voluntary act and deed.

IN WITNESS WHEREOF, I hereunto subscribe my name and affix my official seal.

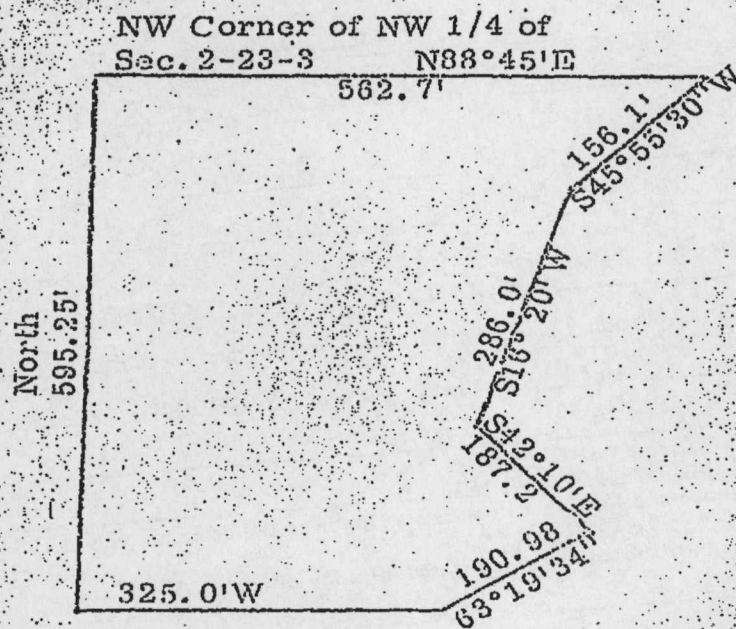
My commission expires: _____

Notary Public

This instrument was prepared by *Edward R. Decker*

5879

"EXHIBIT A"



Part of the Northwest
Quarter of Section 2,
Township 23 North,
Range 3 East

5879

304 1573

CONTRACT FOR SALE OF REAL ESTATE
(USE APPROVED PAYMENT BOOK)

THIS AGREEMENT, made and entered into this 13th day of February, 1978, by and between VERNON L. GRAVES and SHIRLEY F. GRAVES, husband and wife, of Howard County, State of Indiana, hereinafter designated as Seller, and ACE QUALITY MOVERS, INC. of Howard County, State of Indiana, hereinafter designated as Buyer, WITNESSETH:

In consideration of the acts and payments of the Buyer and upon the terms hereinafter set forth, the Seller agrees to sell and convey to the Buyer the following described real estate in Howard County, State of Indiana, to-wit:

A part of the Northwest Quarter of Section Two (2), Township Twenty-three (23) North, Range Three (3) East, Center Township, Howard County, Indiana, more particularly described as follows:

Beginning at the Northwest corner of the Northwest Quarter of Section Two (2), Township Twenty-three (23) North, Range Three (3) East, and running thence North 88°45' East 562.7 feet; thence South 45°55'30" West 156.1 feet; thence South 16°20' West 283.0 feet; thence South 42°10' East 187.2 feet; thence South 63°18'32" West 190.98 feet; thence West 325.0 feet to the West line of said Section Two (2); thence North, on and along said West line 595.25 feet to the point of Beginning, containing 5.9 acres.

including 60' by 96' building and truck scale, a copy of which is attached hereto and marked as "Exhibit A".

1. The Buyer agrees to pay Ten Thousand Dollars (\$10,000.00) as the initial payment on the sale price of Eighty-five Thousand Dollars (\$85,000.00).

2. The Buyer shall pay to the Seller at Kokomo, Indiana, or at such other place as the Seller may in writing from time to time direct, not less than the sum of Six Hundred Seventy-four Dollars and Eighty Cents (\$674.80) on the 1st day of each consecutive month commencing the first month following Buyers' exercise of the option until the remainder of the purchase price with interest as herein provided, has been paid in full. The unpaid balance of the purchase price shall bear interest at the rate of 9% per annum, provided that the entire unpaid balance shall be paid in full within twenty (20) years from the date of the first payment under this contract.

The Buyer:

(a) Shall pay as and when due the November installment of the 1977 taxes on said premises becoming due and payable in 1978 and all taxes becoming due and payable thereafter; and all special assessments hereafter levied thereon; and all other charges of any kind not created or suffered by the Seller that may be hereafter levied or assessed against said premises; evidence of payment so made shall be presented to the Seller on or before the first payment date after such payments become due;

(b) Shall insure the buildings, if any, and shall deposit with the Seller a paid up policy or policies of insurance in company or companies approved by Seller to cover the buildings against loss through fire and hazards covered by the Extended Coverage Endorsement in the amount of \$30,000.00 payable as the interests of the parties may appear and to deliver said policy to the Seller until such purchase price is paid in full; should the Buyer fail to pay the premium, the Seller may elect to do so and add the amount of premium to the unpaid balance due on this land contract.

(c) Shall maintain the premises in good condition and keep all improvements in good repair;

(d) Shall not use said premises or permit said premises to be used for any unlawful purpose or purposes that will injure the reputation of the same or depreciate the value thereof;

(e) Shall neither assign this contract nor rent said premises or any part thereof nor remove nor alter any buildings thereon without first procuring the written consent of the Seller, which consent will not be unreasonably withheld; however, if the Seller approves the assignment of this contract, the Seller shall be remunerated for the cost of obtaining satisfactory credit information on the assignee

(f) Shall not violate any of the restrictions, conditions or covenants to be contained in the deed of the Seller as hereinafter provided and which restrictions, conditions and covenants are hereby made effective from the date of this agreement, to-wit: easements and restrictions of record.

(g) And shall permit the Seller during all reasonable hours, to go upon the premises for the purpose of inspecting the same after at least seven (7) days' notice to Buyer;

At the time of the final payment, the Seller agrees to execute and deliver to the Buyer a good and sufficient warranty deed conveying said premises to Buyer in fee simple, subject, nevertheless, to all taxes, assessments and other charges described in clause (a) above and those falling due thereafter; to all liens or encumbrances thereon created or suffered by the Buyer; to zoning regulations now or hereafter imposed thereon; to all restrictions, conditions and covenants now of record affecting either the alienability or the use of said premises.

3. At the time of delivery of deed, the Seller further agrees to deliver to the grantee therein named an abstract of title certified to date as near to final closing as reasonably possible, prepared by an Abstract Company maintaining an adequate title plant, as defined by the Indiana Title Association, or whose abstracts are generally accepted by financial institutions and attorneys who are members of the Bar Association, which abstract shall disclose in the Seller a merchantable title subject only to such items to which the Seller's deed is to be made subject, as hereinabove provided. In the event the Buyer demands a certification of the abstract at a time other than at final closing, as herein provided, such certification shall be construed as full compliance with the terms of this contract.

In the event it is mutually agreed by and between the Buyer and the Seller that an Owner's Policy of Title Insurance shall be accepted in lieu of an abstract, as evidence of title, then and in that event delivery to the Buyer of an Owner's Policy of Title Insurance valued at the purchase price, and issued in the name of the Buyer by an insurance company licensed to do business in the State of Indiana, and which policy is subject only to such limitations and/or liens as shall be assumed by the Buyer, shall be construed to comply with the requirements of title evidence as hereinbefore provided.

4. Interest shall, at the end of each monthly period, be added to the unpaid balance of the sale price existing at the commencement of such period. From the total thus obtained shall be deducted all payments made hereunder on account of principal and interest to the Seller during such period and the remainder shall stand as the unpaid balance for the next succeeding monthly period.

5. The Seller may, at his election, place and/or maintain a mortgage on said premises for an amount not in excess of the then unpaid balance of the sale price; and the Buyer agrees that any such mortgage shall be a first lien and prior to any interest of his in said premises; provided that in the event the Seller shall hereafter elect to place such a mortgage on said premises he shall before the execution thereof, give the Buyer written notice of such proposed execution, which notice shall contain the name of the mortgagee, the principal amount, the rate of interest and the date of maturity of the proposed mortgage. If such notice shall state that the mortgagee requires further assurance of the priority of such proposed mortgage, then the Buyer agrees within ten (10) days after receipt of such notice to execute such further assurance of priority as may be required by such mortgagee, provided, however, that the Buyer shall not be required to bind himself personally to pay the mortgage debt. After the execution and recording of any such mortgage, the Buyer may, at his election, reduce the unpaid balance of the sale price hereunder to an amount equal to the unpaid balance of such mortgage debt and demand the warranty deed herein provided for and in such event the Seller shall immediately deliver to the Buyer such deed which, in such event, shall contain a clause whereby the grantee shall assume and agree to pay the indebtedness secured by the said mortgage, provided the mortgagee does not restrict such assumption. Such assumption of the mortgage debt shall in such event constitute final payment hereunder.

6. Time is of the essence of this contract. In the event that the Buyer shall fail to perform any of the acts and/or fail to make any of the payments herein to be done or made by the Buyer, as specified herein, promptly and at the time stipulated therefor, and/or fail to execute, when requested by the Seller so to do, the further assurances provided for in the preceding paragraph then, after sixty (60) days if the defaults are not completely corrected, including the current payments due, all payments made hereunder prior to such default shall be retained by the Seller as and for liquidated damages for the use and occupancy of the premises to the date of default and Seller shall thereupon be relieved from all liability hereunder to the Buyer. Immediately upon such 60-day default, and without demand or notice, the Buyer agrees that he will surrender to the Seller peaceable and immediate possession of said premises together with all improvements thereon. In the event of such default and the failure of Buyer to surrender possession of said real estate as above provided the Seller may proceed in any action at law or in equity for the possession of said real estate and for damages for the withholding thereof and for waste or damage done thereto.

7. As part of the consideration of this agreement, Buyer assumes all risk and responsibility for any accident, injury, or damage to persons or property as to himself or others, in or about said premises, and agrees to hold the Owner harmless from all liability thereon. Buyer shall not suffer any mechanic's lien to be placed against said premises and shall hold the Owner harmless from all liability or damage thereby.

8. The Seller agrees to deliver the building on the premises in a structurally sound condition and warrants that the heating, plumbing and electrical systems are in good working order and that the building is free from all defects.

9. Failure or delay of the Owner to exercise any option or remedy hereunder for any default or breach of condition shall not operate as a waiver of the right of the Owner to pursue such option or remedy for the same or any subsequent default at any time thereafter.

10. The Buyer may make payments in excess of those stated herein or pay the entire unpaid balance at any time without penalty, with interest computed to date of the next monthly payment due.

A-20

out of
10-21-1A-1A

6281

244 1823

Form No. 3

Note: Use of this form constitutes practice of law and is limited to practicing lawyers.

WARRANTY DEED

THIS INDENTURE WITNESSETH, That Vernon L. Graves and Shirley F. Graves, husband and wife ("Grantor")

of Howard County, in the State of Indiana, CONVEY
AND WARRANT to American Red Ball Transit Company, Inc., an
Indiana corporation with its principal office in

~~xx~~ Marion County, in the State of Indiana, for the sum
of Ten Dollars (\$ 10.00) and other

valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in
Howard County, in the State of Indiana:

A part of the Northwest Quarter of
Section Two (2), Township Twenty-three (23) North, Range Three (3) East, Center Township,
Howard County, Indiana, more particularly
described as follows:

Beginning at the Northwest corner of
the Northwest Quarter of Section Two (2),
Township Twenty-three (23) North, Range
Three (3) East, and running thence North
88°45' East 562.7 feet; thence South
45°55'30" West 156.1 feet; thence South
16°20' West 286.0 feet; thence South
42°10' East 187.2 feet; thence South
63°19'34" West 190.98 feet; thence West
325.0 feet to the West line of said
Section Two (2); thence North, on and
along said West line 595.25 feet to the
point of beginning.

RECEIVED FOR RECORD
-11:15 AM O'CLOCK

SEP 03 1980

RECORD NO. 244 PAGE 1823
Harold S. Weaver
RECORDER HOWARD CO., IND.

DULY ENTERED FOR TAXATION
W. MARY CRAIG
Auditor, Howard County, Indiana
Date 9-3-80

This conveyance is made subject to the lien of taxes
for 1979 due and payable in 1980 and taxes for 1980 due and
payable in 1981; any special assessment levied after February 13,
1978; easements and rights-of-way of record, including a twenty-
five foot (25') right-of-way for Dixon Road (County Road 200W) on
the entire west side of the real estate; any lien or encumbrance
suffered by purchaser under the Contract for Sale of Real Estate
dated February 13, 1978; zoning regulations; and all restrictions,
conditions, and covenants of record on February 13, 1978, and affecting
the alienability or the use of the real estate.

IN WITNESS WHEREOF, Grantor has executed this deed this 3rd day of
September 1980

Signature Vernon L. Graves (SEAL)

Printed Vernon L. Graves

Signature Shirley F. Graves (SEAL)

Printed Shirley F. Graves

STATE OF Indiana

COUNTY OF Howard

} SS:

Before me, a Notary Public in and for said County and State, personally appeared Vernon L.

Graves and Shirley F. Graves

who acknowledged the execution of the foregoing Warranty Deed, and who, having been duly sworn, stated that
any representations therein contained are true.

Witness my hand and Notarial Seal this 3rd day of September 1980

My commission expires
March 5, 1984

Signature Dorothy L. Kellar

Printed Dorothy L. Kellar Notary Public

Residing in Howard County, Indiana.

This instrument was prepared by Norman G. Tabler, Jr., attorney at law.

Return to: 810 Fletcher Trust Building, Indianapolis, Indiana 46204

A-21

SATISFACTION OF MORTGAGE

This Certifies, That a certain Mortgage executed by
Vernon L. Graves and Shirley Graves, Husband and Wife

to
FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF KOKOMO
on 31st day of March 1977, calling for \$ 65,000.00 and recorded
in Mortgage Record No. 297, page 728, HOWARD County,
State of Indiana, has been fully paid and satisfied, and the same is hereby released:

WITNESS its hand and seal, this 3rd day of September 1980

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF KOKOMO

BY: Robert J. Heltzel, Executive Vice-President

State of Indiana, HOWARD County, ss:

Before me, the undersigned, a Notary Public in and for said County, this 3rd

RECEIVED FOR RECORD day of September, 1980

AT -11:15 AM O'CLOCK

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF KOKOMO
BY: Robert J. Heltzel, Executive Vice-President

SEP 03 1980

acknowledged the execution of the annexed satisfaction of mortgage.

RECORD NO. 304 PAGE 1678 Witness my Hand and official seal,

RECORDED HOWARD CO., IND.

My Commission expires 4-16-82

Notary Public:
Shirley R. Kuhns, A Resident of
Howard County, Indiana

This instrument prepared by: Thomas J. Simmons

AT O'CLOCK 11:00 AMRECORD NO. 297 PAGE 728

APR 06 1977

MORTGAGE

C. E. Williams
RECORDER HOWARD CO., IND.
March 1977THIS MORTGAGE is made this 31st day of March, 1977,
between the Mortgagor, Vernon L. Graves and Shirley Graves, Husband and Wife(herein "Borrower"),
and the Mortgagee, First Federal Savings and Loan Association of Kokomo, a corporation organized and exist-
ing under the laws of the United States of America, whose address is 200 West Mulberry Street, Kokomo,
Indiana (herein "Lender").WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty five thousand and
No/100 (\$ 65,000.00) Dollars,
which indebtedness is evidenced by Borrower's note of even date herewith (herein "Note"), providing for monthly
installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable
on March 31, 1997;TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon,
the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security
of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and
(b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to
paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender
the following described property located in the County of Howard, State of Indiana:Part of the Northwest Quarter of Section 2, Township 23 North, Range 3 East, described as follows,
to-wit:Beginning at the Northwest corner of the Northwest Quarter of Section 2, Township 23 North, Range
3 East and running thence North 88 degrees, 45 minutes East a distance of 562.7 feet; thence South
45 degrees, 55 minutes, 30 seconds West a distance of 156.1 feet; thence South 16 degrees, 20
minutes West a distance of 286.0 feet; thence South 42 degrees, 10 minutes East a distance of 187.2
feet; thence North 60 degrees, 15 minutes East a distance of 364.0 feet; thence North 85 degrees,
00 minutes East a distance of 239.2 feet; thence South 82 degrees, 00 minutes East a distance of
268.3 feet to the West right-of-way line of the Nickel plate Railroad; thence South 37 degrees,
10 minutes West upon and along said right-of-way line a distance of 30.3 feet; thence South 52
degrees, 50 minutes East a distance of 10.0 feet; thence South 37 degrees, 10 minutes West a distance
of 613.64 feet, to the North line of the 7.42 acre tract deeded to the City of Kokomo as shown in
Deed Record No. 227 on page 822, thence West 768.21 feet, thence North 193.31 feet, thence East
150 feet, thence North 60 feet; thence West 325.0 feet to the West line of said Northwest Quarter;
thence North upon and along said West line a distance of 611.25 feet to the point of beginning,
EXCEPT THE FOLLOWING DESCRIBED TRACT:Part of the Northwest Quarter of Section 2, Township 23 North, Range 3 East, described as follows:
Beginning at a point 595.25 feet South of the Northwest corner of the Northwest Quarter of said
Section; thence South 16 feet; thence East 325 feet; thence North 16 feet; thence West 325 feet
to the point of beginning, said exception containing 0.12 acres.ALSO: Part of the Northeast Quarter of the Northwest Quarter and part of the West Half of the North-
east Quarter of Section 5, Township 23 North, Range 3 East, described as follows, to-wit:
Commencing at the Southeast corner of the Northeast Quarter of the Northwest Quarter of Section 5,
Township 23 North, Range 3 East, thence West on the Quarter Section line 500.20 feet, thence
North 181.50 feet, thence East 1104.60 feet to the Center of a highway, thence South 2 degrees
East 99.50 feet, thence South 7½ Degrees East 408.20 feet, thence South 13-¾ degrees East 104.10
feet, thence West 708.50 feet, thence North 423.30 feet to the place of beginning, containing 10.82
acres, more or less.ALSO: Part of the Northwest Quarter of Section 2, Township 23 North, Range 3 East, described as
follows, to-wit:Beginning at a point 864.56 feet South of the Northwest corner of said Northwest Quarter and running
thence East 175 feet; thence North 193.31 feet; thence West 175 feet; thence South 193.31 feet to
the place of beginning, containing approximately 77/100 acres, more or less.TOGETHER with all the improvements now or hereafter erected on the property, and all ease-
ments, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water
rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, in-
cluding replacements and additions thereto, shall be deemed to be and remain a part of the property
covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold
estate in the event this Mortgage is on a leasehold) are herein referred to as the "Property".Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the
right to mortgage, grant and convey the Property, that the Property is unencumbered, and that
Borrower will warrant and defend generally the title to the Property against all claims and demands,
subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title
insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest
on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the princi-
pal of and interest on any Future Advances secured by this Mortgage.

A-22

COPY

78

260

003036

RECEIVED FOR RECORD
AT 9 15 AM O'CLOCK
MAR 30 1990
RECORD NO. 78 PAGE 260
Reginald Brummett
RECORDER HOWARD CO., IND.

CONTRACT FOR SALE OF REAL ESTATE

AGREEMENT entered this date between Vernon L. Graves and Shirley F. Graves, husband and wife, and Graves Westside Auto Parts, Inc., all collectively hereinafter referred to as "Sellers", and Steven L. Dillon and Beth A. Dillon, husband and wife, hereinafter referred to as "Buyers", concerning a sale and purchase of a certain tract of improved real estate in Howard County, Indiana, commonly known as 1124 S. Union Street, Kokomo, Indiana, and another tract commonly known as 1114 S. Dixon Road, Kokomo, Indiana, which tracts are specifically described on Exhibit A, attached hereto and made a part hereof, under the following terms and conditions:

1. The purchase price shall be \$150,000.00 payable over twenty (20) years at ten percent interest (10%), commencing on August 15, 1986, as shown on the amortization schedule attached hereto as Exhibit B. No portion of the principal balance, other than that portion represented in the monthly payments, may be prepaid prior to August 15, 1986, and in the event Buyers undertake such a prepayment, the principal balance shall be increased by ten percent (10%), effective with the date of such prepayment. Thereafter, any amount may be prepaid without penalty.

2. Any and all payments due hereunder shall be made to Sellers at 245 S 440 W, Kokomo, Indiana 46902, or at such other place as they may hereinafter designate in writing.

3. Buyers shall assume and pay the real property taxes due and payable in November of 1986, and thereafter. Further, Buyers shall keep the premises insured against loss through fire or other casualty in an amount of not less than the unpaid balance due under this contract and shall maintain public liability

insurance coverage in an amount of not less than \$500,000.00, during the entire term of this agreement. As to any insurance required to be maintained by Buyers, Sellers shall be named as additional insureds and such policies shall contain a contractual provision binding the carrier to furnish Sellers with sixty (60) days notice prior to cancellation. If any policy is acquired by Buyers pursuant to this agreement, a copy of the Declarations Sheet and the policy shall be promptly furnished to Sellers. It is the desire of the parties that any insurance in effect at the time of closing be retained for Buyers' benefit to the extent possible through the then current term of any such policy and Buyers agree to pay Sellers, at closing, the prorata amount of any unused premium heretofore paid by Seller. That is, in the event that a paid policy has three (3) months to run under a one (1) year term, Buyers shall pay Sellers one-fourth (1/4) of the premium which Sellers previously paid for such coverage.

4. Sellers shall deliver to Buyers full and complete possession of the real estate on or before July 15, 1986, and warrant that so long as buyers comply with the covenants contained herein, they shall be entitled to the peaceful possession of the premises.

5. Buyers shall be solely responsible for all utilities furnished to the premises after date of possession. Further, Buyers shall not make any substantial alterations to the real estate or the improvements without Sellers' specific written consent, which such consent shall not be unreasonably withheld.

6. Upon Buyers' performance of the terms and conditions required of them under this agreement, Sellers shall furnish to Buyers a general warranty deed conveying to them, or their nominee, a merchantable fee simple title in and to the property

003036

which is the subject of this agreement, subject to legal highways, free and clear of all liens and encumbrances whatsoever except: (a) taxes and assessments required to be paid by Buyers, (b) rights of tenants in possession, (c) zoning restrictions, (d) easements of record, and (e) any restrictions of record. Sellers shall furnish to Buyers, within sixty (60) days from date hereof, either abstracts or a contract purchasers title insurance, at Sellers' option, showing a merchantable fee simple title to the real estate in accordance with the terms and conditions contained herein and any further title evidence or expense shall be the obligation of Buyers.

7. Sellers shall have the right to obtain, without Buyers' consent, a loan or loans secured by a mortgage on the real estate and the right to renew any such loan or loans. Sellers agree, however, that the aggregate principal balances of all such loans shall never exceed the unpaid balance of the purchase price for the real estate under this contract. If Sellers should encumber the real estate by a mortgage, Buyers shall have the right to make any omitted payment or payments and to deduct the amount thereof from the payments due under this contract. Sellers agree, however, that they will pay all such mortgage loans when due or at such time as Buyers pay in full all sums due under this Agreement and Sellers shall at their expense obtain valid releases from all such mortgage loans when they are paid.

8. As part of the consideration for this agreement, Buyers assume all risk and responsibility for accidents or damage to persons or property arising from their use or occupancy of the real estate and shall indemnify and save Sellers harmless from any and all claims arising therefrom. Buyers shall use the real estate carefully, shall maintain the real estate in good repair

at their own expense and shall not allow any mechanics, labor, materialmen or other creditors of Buyers or of an assignee of Buyers to obtain a lien or attachment against Sellers' interest herein. Buyers' shall not commit waste on the real estate and in their occupancy shall comply with all applicable laws, ordinances and regulations of the United States of America, the State of Indiana, and any city or county ordinances which might be applicable. In the event of Buyers' breach and subsequent re-entry by Sellers, Buyers shall deliver the real estate to Sellers in as good a condition as it now is in, ordinary wear and tear, acts of God and public authorities excepted.

9. Buyers may not sell or assign this contract or their interest therein or their interest in the real estate without the written consent of Sellers but such consent shall not be unreasonably withheld and no assignment shall operate to relieve either party from liability hereon.

10. Time shall be of the essence in the performance of the terms and conditions of this contract. If Buyers fail, neglect or refuse to make any payment under the contract when due or to perform any of Buyers' covenants, terms and conditions when and as required under this contract:

A. To the extent that Buyers shall have paid a sum less than twenty percent (20%) of the total purchase price hereunder, Sellers shall have the right to declare this contract forfeited and terminated, and upon such a declaration, all right, title and interest of Buyers in and to the real estate shall immediately cease and Buyers shall then be considered as tenants holding over without permission and Sellers shall be entitled to re-enter and take immediate possession of the real estate and to evict Buyers and all persons claiming under them;

B. Separate or in conjunction with their rights under Item A above, as Sellers may elect, Sellers shall have the right to file in a court of competent jurisdiction an action to have this contract forfeited and terminated and to recover from Buyers all or any of the following:

1. Possession of the real estate;
2. Any installments due and unpaid at the time of filing of the action and becoming due and unpaid from that time until possession of the real estate is recovered;
3. Interest on the principal from the last date to which interest was paid until judgment or possession is recovered by Sellers, whichever shall occur first; provided, however, that this shall not be construed as allowing Sellers to recover any interest which would be included under Item B-2 above;
4. Due and unpaid real estate taxes, assessments, charges and penalties which Buyers are obligated to pay under this contract;
5. Premiums due and unpaid for insurance which Buyers are obligated to provide under Paragraph 3 of this contract.
6. The reasonable cost of repair of any physical damage or waste to the real estate other than damage caused by ordinary wear and tear, acts of God and public authorities;
7. Any other amounts (other than payment of the purchase price) which Buyers are obligated to pay under this contract;

C. In addition to any other remedy under this contract, Sellers shall have such other remedies as are available at law or in equity.

D. In any case Sellers shall have the right to retain (without prejudice to their right to recover any other sums from Buyers, or to have any other remedy, under this contract) all payments made by Buyers to Sellers and all sums received by Sellers as proceeds of insurance or as other benefits or considerations, in each case made or received under this contract.

E. Sellers shall have the right to file in a court of competent jurisdiction an action to recover all of the unpaid balance of the purchase price (which upon default by Buyers under this contract shall, at the option of Sellers, become immediately due and payable) and interest on such unpaid balance until such unpaid balance is paid, together with any taxes, assessments, charges, penalties and insurance premiums paid by Sellers under this contract and interest on such amounts until they are paid, unless such amounts (and interest on them) have been paid added to principal under this contract.

The exercise or attempted exercise by Sellers of any right or remedy available under this contract shall not preclude

Sellers from exercising any other right or remedy so available, nor shall any such exercise or attempted exercise constitute or be construed to be an election of remedies, so that no such right or remedy shall be exclusive of any other right or remedy, and each and every such right or remedy shall be cumulative and in addition to any other right or remedy available under this contract. In any judicial proceeding to enforce this contract Buyers specifically waive, to the extent they lawfully may do so, their right, if any, to a hearing preliminary to a judicial order for immediate possession of the real estate to be granted to Sellers under applicable law. All sums payable under this contract are payable with accrued interest and without relief from valuation or appraisal laws. In addition to any other sum payable by Buyers under this contract, Buyers shall pay any reasonable expense incurred by Sellers in connection with the exercise of any right or remedy under this contract, and the preparation and delivery of notice. The failure or omission of Sellers to enforce any of their rights or remedies upon any breach of any of the covenants, terms or conditions of this contract shall not bar or abridge any of their rights or remedies upon any subsequent default. Before Sellers shall pursue any of their rights or remedies under this paragraph, they shall first give Buyers written notice of the default complained of and Buyers shall have thirty (30) days from the posting of such notice to correct, or substantially begin to correct, any default; provided, however, fifteen (15) days' notice shall be required in the case of any default in payment of any monies agreed to be paid by Buyers under this contract.

11. Sellers shall have the right to inspect the premises at any and all reasonable times during regular business hours or, if

the premises are not open for business, by providing Buyers with forty-eight (48) hours notice.

12. In the event of a total or partial taking by condemnation during the term of this agreement, the parties agree that any awards therefor shall be divided between the parties as their respective interests might appear at the time of the taking.

13. In the event either party hereto is required to incur expenses, including attorney fees, to enforce the terms and conditions of this agreement, the party judicially determined to have breached the agreement shall assume and pay all such reasonably incurred attorney fees and expenses.

14. All covenants hereof shall extend to and be obligatory on the heirs, personal representatives, successors and assigns of the parties. When applicable, the singular shall apply to the plural and the masculine to the feminine or the neuter. Any notices to be given hereunder shall be deemed sufficiently given when placed in an envelope directed to Sellers at 245 S. 440 W., Kokomo, Indiana 46902 and Buyers at 1501 W. Superior Street., Kokomo, Indiana 46901 and deposited in a United States post office box with postage prepaid by certified mail.

Dated this 15th day of July, 1986.

SELLERS:

Vernon L. Graves
VERNON L. GRAVES

Shirley F. Graves
SHIRLEY F. GRAVES

WESTSIDE AUTO PARTS, INC.

BY: Vernon L. Graves
Vernon L. Graves, President

ATTEST:

Shirley F. Graves
Secretary

BUYERS:

Steven L. Dillon
STEVEN L. DILLON
Beth A. Dillon
BETH A. DILLON

Before me, a Notary Public in and for the County of Howard, State of Indiana, personally appeared Vernon L. Graves and Shirley F. Graves, individually and as President and Secretary of Westside Auto Parts, Inc., who acknowledged the execution of the foregoing Contract for Sale of Real Estate and who, having been duly sworn, stated that the representations contained therein are true.

Witness my hand and Notarial Seal this 10th day of July, 1986.

Joseph P. Noel

My Commission Expires:

10-9-86

Before me, a Notary Public in and for the County of Howard, State of Indiana, personally appeared Steven L. Dillon and Beth A. Dillon, who acknowledged the execution of the foregoing Contract for Sale of Real Estate and who, having been duly sworn, stated that the representations contained therein are true.

Witness my hand and Notarial Seal this 10th day of July, 1986.

Joseph P. Noel

My Commission Expires:

10-9-86

THIS INSTRUMENT PREPARED BY JOSEPH P. NOEL,
ATTORNEY AT LAW

A-23

001166

HOWARD COUNTY RECORDER

263 0209

98 JAN 22 PM 2:54

MARILYN J. SHIRLEY

mail tax statements To:
273 S. 440 W.
Kokomo, IN. 46901

DEED

Steven L. Dillon and Beth A. Dillon, husband and wife (Grantors), of Howard County, Indiana, CONVEY and WARRANT to Vernon L. Graves and Shirley F. Graves, husband and wife, of Howard County, Indiana, for and in consideration of Grantees' waiver of their right to a deficiency, and other good and valuable consideration, the receipt of which is hereby acknowledged, the real property located in Howard County, Indiana, and described on Exhibit A attached hereto, which property is commonly known as 1124 S. Union Street, Kokomo, Indiana and 1114 S. Dixon Road, Kokomo, Indiana,

TO HAVE AND TO HOLD unto Grantees absolutely, together with all furniture, fixtures, equipment, inventory, furnishing and chattels of any nature located thereon or there about.

Grantors acknowledge that this Deed, and the conveyance of the lands herein contained, shall not constitute or affect a merger or merge with any land contract vendor's interest held by Grantees.

By acceptance of this Deed, Grantees do not intend its merger with any land contract covering the lands.

By acceptance of this Deed, Grantees waive their right to foreclosure and deficiency judgment against Grantors in any action under that certain Contract for Sale of Real Estate of July 15, 1986, recorded March 30, 1990, in Miscellaneous Record 78, page 260, Howard County Records.

Dated this 8th day of January, 1998.

Steven L. Dillon
STEVEN L. DILLON

Beth A. Dillon
BETH A. DILLON



Before me, a Notary Public in and for the County of Howard, State of Indiana, personally appeared Steven L. Dillon and Beth A. Dillon who acknowledged the execution of the foregoing Deed and who, having been duly sworn, stated that the representations contained therein are true.

Witness my hand and Notarial Seal this 8th day of Jan., 1998.

My Commission Expires:

1-27-99

Printed: Betty J. Moulton
A resident of Miami County, Indiana

This instrument was prepared by Jeffrey M. Miller, Noel & Noel, 101 North Washington, P.O. Box 826, Kokomo, Indiana 46903-0826

ALREADY LISTED FOR TAXATION

JAN 22 1998

8-63-2A to 644-130-A-1 CR-175B-824

8-63-1B CR-175B-823

10-21-1A CR-174A-021

10-21-1A-1C1 CR-174A-020

10-21-1A-1A CR-174A-003

10-21-1A-1D1 CR-174A-017

Martha J. Lake
Auditor, Howard County, Indiana

PARCEL I CK-174A-021 4 CK-174A-022 EXC R/W TO CITY 5/23/97
10-21-16 10-21-1A1C

Part of the Northwest Quarter of Section 2, Township 23 North, Range 3 East, City of Kokomo, Center Township, Howard County, Indiana, described as follows, to-wit:

Beginning at a point 611.2 feet South and 175.0 feet East of the Northwest corner of said Northwest Quarter, thence South 60.0 feet parallel with the West line of said Northwest Quarter thence East 150.0 feet, thence North 60.0 feet, thence West 150.0 feet to the point of beginning, containing 0.207 acres more or less.

ALSO

Part of the Northwest Quarter of Section 2, Township 23 North, Range 3 East, City of Kokomo, Center Township, Howard County, Indiana, described as follows to-wit:

Beginning at a point 595.25 feet South of the Northwest corner of the Northwest Quarter of said Section; thence South 16 feet, thence East 325 feet; thence North 16 feet; thence West 325 feet to the point of beginning, containing 0.12 acre more or less.

PARCEL II CK-174A-019 EXC R/W TO CITY 5/23/97
10-21-1A1D1

Part of the Northwest Quarter of Section 2, Township 23 North, Range 3 East, City of Kokomo, Center Township, Howard County, Indiana, described as follows, to-wit:

Beginning at a point 671.25 feet South of the Northwest corner of the Northwest Quarter of Section 2, thence East a distance of 175.0 feet to a point; thence South a distance of 240.0 feet to a point; thence West a distance of 175.0 feet to a point; thence North a distance of 240.0 feet to the point of beginning, containing 0.96 acre more or less.

EXCEPTING THEREFROM:

Part of the Northwest Quarter of Section 2, Township 23 North Range 3 East, City of Kokomo, Center Township, City of Kokomo, Howard County, Indiana, described as follows, to-wit:

Beginning at a point 864.56 feet South of the Northwest corner of said Northwest Quarter; thence East 943.21 feet; thence South 37 degrees, 10 minutes West a distance of 580.36 feet; thence West 434 feet; thence North 50.0 feet; thence East 25.0 feet; thence North 130.0 feet, thence West 175.0 feet; thence North 282.49 feet to the point of beginning, containing 7.42 acres more or less.

EXHIBIT

A

CK-174A-003
10-21-1A1A

PARCEL III

Part of the Northwest Quarter of Section 2, Township 23 North, Range 3 East, City of Kokomo, Center Township, Howard County, Indiana, described as follows, to-wit:

Beginning at the Northwest corner of the Northwest Quarter of said Section; thence North 88 degrees, 45 minutes East a distance of 562.7 feet; thence South 45 degrees, 55 minutes, 30 seconds West a distance of 156.1 feet; thence South 16 degrees, 20 minutes West a distance of 286.0 feet; thence South 42 degrees, 10 minutes East a distance of 187.2 feet; thence North 60 degrees, 15 minutes East a distance of 364.0 feet; thence North 85 degrees, 00 minutes East a distance of 239.2 feet; thence South 82 degrees, 00 minutes East a distance of 268.3 feet to the West right of way line of the Nickel Plate Railroad; thence South 37 degrees, 10 minutes West upon and along said right of way line a distance of 30.3 feet; thence South 52 degrees, 50 minutes East a distance of 10.0 feet; thence South 37 degrees, 10 minutes West a distance of 613.64 feet, to the North line of the 7.42 acre tract deeded to the City of Kokomo as shown in Deed Record 227, page 822; thence West 768.21 feet, thence North 193.31 feet, thence East 150 feet, thence North 60 feet; thence West 325.0 feet to the West line of said Northwest Quarter; thence North upon and along said West line a distance of 611.25 feet to the point of beginning.

EXCEPTING THEREFROM:

Part of the Northwest Quarter of Section 2, Township 23 North Range 3 East, City of Kokomo, Center Township, Howard County, Indiana, described as follows, to-wit:

Beginning at a point 595.25 feet South of the Northwest corner of the Northwest Quarter of said Section; thence South 16 feet; thence East 325 feet; thence North 16 feet; thence West 325 feet to the point of beginning, said exception containing 0.12 acre.

ALSO, EXCEPTING THEREFROM:

A part of the Northwest Quarter of Section 2 Township 23 North, Range 3 East, City of Kokomo, Center Township, Howard County, Indiana, described as follows, to-wit:

Beginning at the Northwest corner of the Northwest Quarter of Section 2; thence North 88 degrees 45 minutest East 562.7 feet; thence South 45 degrees 55 minutes 30 seconds West 156.1 feet; thence South 16 degrees, 20 minutes West 286.0 feet; thence South 42 degrees, 10 minutes East 187.2 feet; thence South 63 degrees, 19 minutes, 34 seconds West 190.98 feet; thence West 325.0 feet to the West line of said Section 2; thence North, on and along said West line 595.25 feet to the point of beginning.

CK-175B-824
8-63-2A+6, 4-130-A1

CK-175B-823
8-63-1B

A part of Lot Numbers 2, 3, 4, 5 and 6 of E.A. Scott's Addition to the City of Kokomo, Center Township, Howard County, Indiana, as recorded in the Recorder's Plat Book 2, page 230. ALSO, a part of Lot A of Hamlin's Highland Addition to the City of Kokomo, Center Township, Howard County, Indiana as recorded in the Recorder's Plat Book 2, page 79, further described as follows:

Beginning at a point in the East line of Union Street 283.25 feet North of the Southwest corner of said Lot A; thence North along the East line of Union Street 72 feet to the Northwest corner of said Lot A; thence continuing Northerly along the Easterly line of Union Street by deflection to the right of $3^{\circ}20'$ a distance of 197 feet to the Northwestern corner of said Lot 2; thence Easterly along the Northerly line of said Lot 2 by deflection to the right of 90° a distance of 37.15 feet; thence Southeasterly by deflection to the right of $36^{\circ}3'$ a distance of 10.65 feet to a point in the Westerly right of way line of the New York, Chicago and St. Louis Railroad, said point being 25 feet right angle measurement from the center of the main tract of said Railroad as now located; thence Southeasterly along said Westerly right of way line by deflection to the right of $23^{\circ}41'$ a distance of 292.5 feet; thence West by deflection to the right $116^{\circ}56'$ a distance of 191 feet to the point of beginning.

ALSO

A part of Lot 1 in E. A. Scott's Addition to the City of Kokomo, Center Township, Howard County, Indiana, as recorded in Recorder's Plat Book 2, page 230, being more particularly bounded and described as follows, to-wit:

Beginning at a point in the East line of Union Street 60 feet wide as now established which is the Northwest corner of Lot 2 of said E. A. Scott's Addition, which is also the Northwest corner of a parcel of land conveyed by The Nickel Plate Improvement Company, Incorporated to the Invincible Plumbing Company, Incorporated by deed dated December 29, 1950 as recorded in Volume 201, page 291 of Howard County Deed Records; thence North along the East line of said Union Street which is the West line of said Lot 1 19.75 feet to a point; thence Southeasterly by deflection to the right of $117^{\circ}58'47''$ a distance of 42.08 feet to a point in the said North line of Lot 2; thence West along the said North line of Lot 2; being also along the Northerly boundary of land conveyed as aforesaid, 37.15 feet to the point of beginning.

A-24



* 0 9 3 4 0 1 7 0 3 7 5 *

0934017037

LINDA J. KOONTZ

HOWARD COUNTY IN RECORDER

10/02/2009 03:29:58PM

REC FEE:\$24.00 PAGES: 5

TRANS# 68163 BUTCHER

GRANTEE'S MAILING ADDRESS:

Vernon L. Graves
4510 Lakehore Drive
Kokomo, IN 46901

MAIL TAX BILLS TO:

Vernon L. Graves
4510 Lakeshore Drive
Kokomo, IN 46901

PARCEL #34-09-02-101-004.000-002

✓ #34-09-02-101.009-000-002

✓ #34-09-05-201-004.000-019

✓ Cum 9/25/09

QUIT-CLAIM DEED

This indenture witnesseth that Vernon L. Graves and Shirley F. Graves, Husband and Wife, both over the full age of Eighteen (18) years, of Howard County in the State of Indiana,

Release and quit claim to Vernon L. Graves, Initial Trustee of the Vernon L. Graves Revocable Living Trust, dated December 20, 2007, of Howard County in the State of Indiana,

For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the following Real Estate in Howard County in the State of Indiana, to-wit:

TRACT I:

Part of the Northwest Quarter of Section 2, Township 23 North, Range 3 East, City of Kokomo, Center Township, Howard County, Indiana, described as follows, to-wit:

Beginning at a point 611.2 feet South and 175.0 feet East of the Northwest Corner of said Northwest Quarter, thence South 60.0 feet parallel with the West line of said Northwest Quarter thence East 150.0 feet, thence North 60.0 feet, thence West 150.0 feet to the point of beginning, containing 0.207 acres, more or less. *pt. 101-004*

ALSO:

Part of the Northwest Quarter of Section 2, Township 23 North, Range 3 East, City of Kokomo, Center Township, Howard County, described as follows to-wit:

Beginning at a point 595.25 feet South of the Northwest corner of the Northwest Quarter of said Section; thence South 16 feet, thence East 325 feet; thence North 16 feet; thence West 325 feet to the point of beginning, containing 0.12 acre, more or less.

EXCEPTING THEREFROM:

The East 25 feet of the West 50 feet of the following described real estate:

DULY ENTERED FOR TAXATION

OCT 02 2009

Ann Wells
AUDITOR HOWARD CO. IN

KS



QUIT CLAIM DEED (Continued)

FR: Vernon L. Graves and Shirley F. Graves

TO: Vernon L. Graves, Initial Trustee of the Vernon L. Graves Revocable Living Trust, dated December 20, 2007.

Page 2

Part of the Northwest Quarter of Section 2, Township 23 North, Range 3 East, described as follows:

Beginning at a point 595.25 feet South of the Northwest corner of the Northwest Quarter of said Section; thence South 16 feet; thence East 325 feet; thence North 16 feet; thence West 325 feet to the point of beginning, containing 0.12 acres, more or less.

Said East 25 feet of said West 50 feet contains 0.009 acres, more or less, and lies east of and adjoining to the existing east boundary of Dixon Road. Rem. 101-004

TRACT II:

Part of the Northwest Quarter of Section 2, Township 23 North, Range 3 East, City of Kokomo, Center Township, Howard County, Indiana, described as follows, to-wit:

Beginning at a point 671.25 feet South of the Northwest corner of the Northwest Quarter of Section 2, thence East a distance of 175.0 feet to a point; thence South a distance of 240.0 feet to a point; thence West a distance of 175.0 feet to a point; thence North a distance of 240.0 feet to the point of beginning, containing 0.96 acre more or less.

EXCEPTING THEREFROM:

Part of the Northwest Quarter of Section 2, Township 23 North, Range 3 East, City of Kokomo, Center Township, City of Kokomo, Howard County, Indiana, described as follows, to-wit:

Beginning at a point 864.56 feet South of the Northwest corner of said Northwest Quarter; thence East 943.21 feet; thence South 37 degrees, 10 minutes West a distance of 580.36 feet; thence West 434 feet; thence North 50.0 feet; thence East 25.0 feet; thence North 130.0 feet, thence West 175.0 feet; thence North 282.49 feet to the point of beginning, containing 7.42 acres more or less.

QUIT CLAIM DEED (Continued)

FR: Vernon L. Graves and Shirley F. Graves

TO: Vernon L. Graves, Initial Trustee of the Vernon L. Graves Revocable Living Trust, dated December 20, 2007.

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TRACT III: pt. 101-009

Part of the Northwest Quarter of Section 2, Township 23 North, Range 3 East, City of Kokomo, Center Township, Howard County, Indiana, described as follows, to-wit:

Beginning at the Northwest corner of the Northwest Quarter of said Section; thence North 88 degrees, 45 minutes East a distance of 562.7 feet; thence South 45 degrees, 55 minutes, 30 seconds West a distance of 156.1 feet; thence South 16 degrees, 20 minutes West a distance of 286.0 feet; thence South 42 degrees, 10 minutes East a distance of 187.2 feet; thence North 60 degrees, 15 minutes East a distance of 364.0 feet; thence North 85 degrees, 00 minutes East a distance of 239.2 feet; thence South 82 degrees, 00 minutes East a distance of 268.3 feet to the West right of way line of the Nickel Plate Railroad; thence South 37 degrees, 10 minutes West upon and along said right of way line a distance of 30.3 feet; thence South 52 degrees, 50 minutes East a distance of 10.0 feet; thence South 37 degrees, 10 minutes West a distance of 613.64 feet, to the North line of the 7.42 acre tract deeded to the City of Kokomo as shown in Deed Record 227, page 822; thence West 768.21 feet; thence North 193.31 feet, thence East 150 feet, thence North 60 feet; thence West 325.0 feet to the West line of said Northwest Quarter; thence North upon and along said West line a distance of 611.25 feet to the point of beginning.

EXCEPTING THEREFROM:

Part of the Northwest Quarter of Section 2, Township 23 North, Range 3 East, City of Kokomo, Center Township, Howard County, Indiana described, as follows, to-wit:

Beginning at a point 595.25 feet South of the Northwest corner of the Northwest Quarter of said Section; thence South 16 feet; thence East 325 feet; thence North 16 feet; thence West 325 feet to the point of beginning, said exception containing 0.12 acre.

ALSO, EXCEPTING THEREFROM:

A part of the Northwest Quarter of Section 2, Township 23 North, Range 3 East, City of Kokomo, Center Township, Howard County, Indiana, described as follows, to-wit:

QUIT CLAIM DEED (Continued)

FR: Vernon L. Graves and Shirley F. Graves

TO: Vernon L. Graves, Initial Trustee of the Vernon L. Graves Revocable Living Trust, dated December 20, 2007.

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Beginning at the Northwest corner of the Northwest Quarter of Section 2; thence North 88 degrees 45 minutes East 562.7 feet; thence South 45 degrees 55 minutes 30 seconds West 156.1 feet; thence South 16 degrees, 20 minutes West 286.0 feet; thence South 42 degrees, 10 minutes East 187.2 feet; thence South 63 degrees, 19 minutes, 34 seconds West 190.98 feet; thence West 325.0 feet to the West line of said Section 2; thence North, on and along said West line 595.25 feet to the point of beginning.

ALSO EXCEPTING THEREFROM:

A part of the Northwest Quarter of Section 2, Township 23 North, Range 3 East, Howard County, Indiana, described as follows: Commencing at the northwest corner of said section; thence South 0 degrees 38 minutes 29 seconds West 864.56 feet along the west line of said section to the southwest corner of the owners' land; thence South 89 degrees 24 minutes 10 seconds East 25.00 feet along the south line of the owners' land to the east boundary of Dixon Road and the point of beginning of this description; thence North 0 degrees 38 minutes 29 seconds East 193.31 feet along the boundary of said Dixon Road to the north line of the owners' land; thence South 89 degrees 24 minutes 10 seconds East 25.00 feet along said north line; thence South 0 degrees 38 minutes 29 seconds West 193.31 feet to the south line of the owner's land; thence North 89 degrees 24 minutes 10 seconds West 25.00 feet along said north line to the point of beginning and containing 0.111 acres, more or less.

TRACT IV:

Lots Numbered Thirteen (13) and Fourteen (14) in Champagne Shores, Section One (1), Harrison Township, Howard County, Indiana, as shown in Recorder's Plat Book 9, page 433.

RECITAL: That Vernon Graves and Vernon L. Graves are one (1) and the same person

RECITAL: That Shirley Graves and Shirley F. Graves are one (1) and the same person.

QUIT CLAIM DEED (Continued)

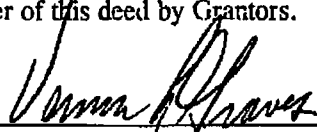
FR: Vernon L. Graves and Shirley F. Graves

TO: Vernon L. Graves, Initial Trustee of the Vernon L. Graves Revocable Living Trust, dated December 20, 2007.

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The above legal description has been supplied to preparer of this deed by Grantors.

DATED this 20th day of December, 2007.


VERNON L. GRAVES


SHIRLEY F. GRAVES


STATE OF INDIANA)
)SS:
COUNTY OF HOWARD)

Before me, the undersigned, a Notary Public in and for said County and State, this 20th day of December, 2007, personally appeared Vernon L. Graves and Shirley F. Graves and acknowledged the execution of the foregoing deed.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires:





Name Printed: _____
NOTARY PUBLIC, A Resident of
Howard County, Indiana.

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

JAMES R. BUTCHER

This instrument prepared by James R. Butcher, Attorney at Law, BUTCHER, BALL, LOWRY & ALTER, 201 North Buckeye Street, Kokomo, Indiana, 46901. Telephone: 765-457-1126.

PURSUANT TO IC 6-1.1-5.5 A SALES DISCLOSURE FORM IS NOT REQUIRED DUE TO NO VALUABLE CONSIDERATION PER:


JAMES R. BUTCHER

A-25



LINDA J. KOONTZ
HOWARD COUNTY IN RECORDER
12/28/2010 01:50:42PM
REC FEE:\$12.00 PAGES: 1
TRANS# 82124 COMM FIRST

RELEASE OF MORTGAGE
COMMUNITY FIRST BANK OF INDIANA
Kokomo, Indiana

This certifies that the debt secured by a certain Mortgage executed by:

Vernon L. Graves Rev Liv Trust Dated 12-20-2007

To Community First Bank of Indiana, under date of 10-13-2010 securing the payment of principal sum of \$1,200,000.00, as shown as instrument number 1034018955 of the records of Howard County, Indiana, has been fully satisfied and such Mortgage is hereby released.

Witness the hand and corporate seal of said Mortgage, at Kokomo, Indiana this date of 12-22-2010.

Community First Bank of Indiana
By 
Bob Hickman, Senior Vice President

STATE OF INDIANA, COUNTY OF HOWARD, SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Bob Hickman, Senior Vice President of Community First Bank of Indiana and acknowledged the execution of the foregoing Release of Mortgage as his/her voluntary act and deed.

Witness my hand and Notarial Seal



Ronica L. Chandler, Notary Public, a Resident of Howard County.

My commission expires 7-20-2017.

This instrument was prepared by Community First Bank of Indiana, Roni Chandler.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Roni Chandler





* 1 0 3 4 0 1 8 9 5 5 1 7 *

1034018955

LINDA J. KOONTZ
HOWARD COUNTY IN RECORDER

10/20/2010 10:20:53AM

REC FEE:\$46.00 PAGES: 17

TRANS# 79989 COMM FIRST

Return To:

COMMUNITY FIRST BANK OF INDIANA
P O BOX 989
201 W. SYCAMORE ST.
KOKOMO, IN 46903-0989

____State of Indiana____Space Above This Line For Recording Data____

REAL ESTATE MORTGAGE

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is
10-13-2010. The parties and their addresses are:

MORTGAGOR:

VERNON L GRAVES REV LIV TRUST DATED 12-20-2007
4510 LAKESHORE DRIVE
KOKOMO, IN 46901

☐ If checked, refer to the attached Addendum incorporated herein, for
additional Mortgagors, their signatures and acknowledgments.

LENDER:

COMMUNITY FIRST BANK OF INDIANA
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF INDIANA
P O BOX 989
201 W. SYCAMORE ST.
KOKOMO, IN 46903-0989